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ABSTRACT

A short review of the development of cable television in New York City, a brief description of wiring patterns, a history of public access, and some statistical data on public channel usage are provided in the first portion of this report. The second major part describes the Public Access Celebration, a three-day informational event held in July 1972 to mark the first anniversary of Public Channel programing on cable television in Manhattan. Following this is a section which presents supplementary information about public access to cable television, including reports from local origination centers, reflections on the meaning and role of public access, and recommendations for implementation of full public access. An appendix lists individuals and groups participating in the Celebration, gives a copy of a franchise agreement under which a system operates, and describes public access procedures. (PB)

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PUBLIC ACCESS REPORT

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Public Access Celebration

July 6, 7, 8, 1972

Report on Public Access in New York

Carol M. Anshien
Janice Cohen
Arnold Klein
Charles I. Levine
Lynda Meyer
Richard Skidmore

special assistance from:
Howard Gutstadt
Laura Kassos

graphics by:
Kathy Shagass

mailing address:
PUBLIC ACCESS REPORT
P.O. BOX 393
New York, New York
10024

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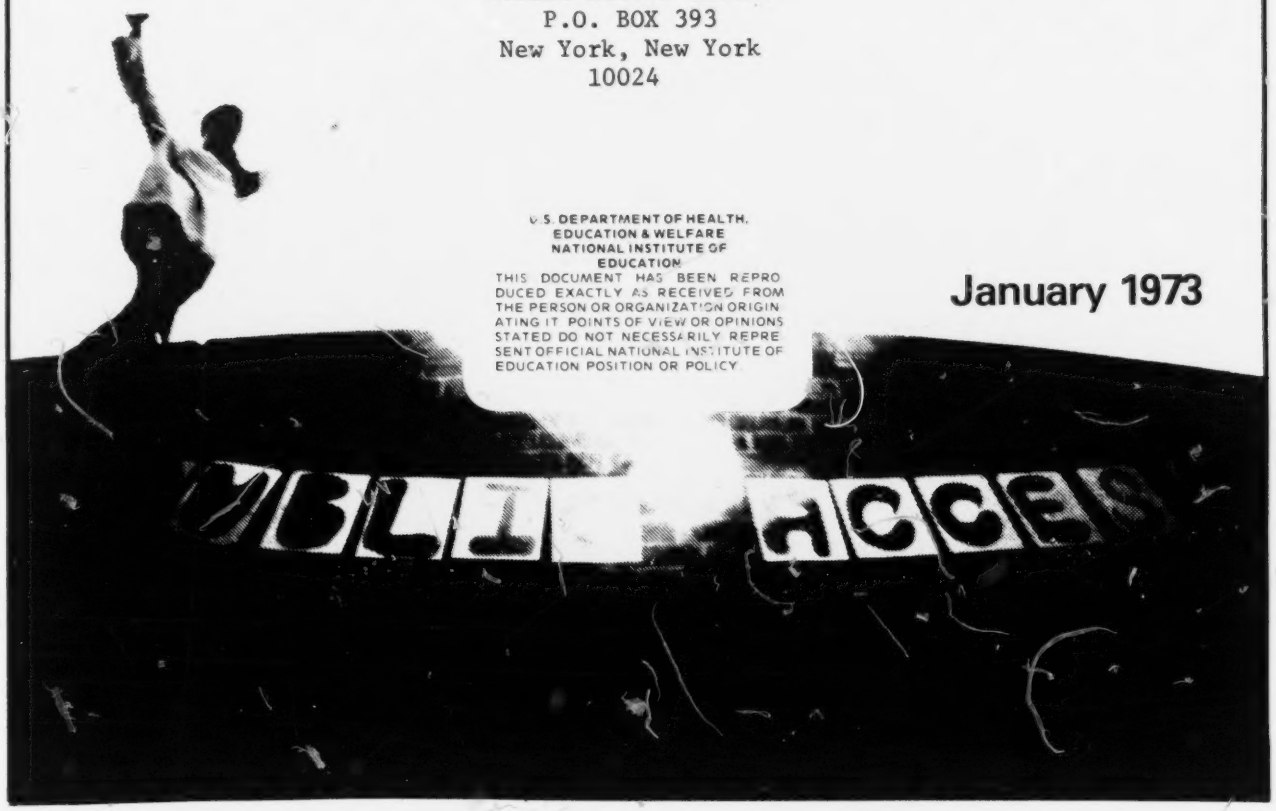

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1. Introduction

The Public Access Celebration of July 6-8, 1972 marked the first anniversary of Public Channel programming on cable television in Manhattan. Individuals, video groups, City agencies, the New York State Council on the Arts, Sterling Manhattan Cable and Teleprompter Corporation cooperated to produce the first informational event about public access for the general public.

Perhaps for the first time, a substantial number of the video groups and individuals in Manhattan worked together. Donated equipment and services extended the funds that were available. Attention was drawn to the Public Channels, people participated in making and watching tapes; there was feedback. The true importance of the Public Access Celebration is that it was experimental and open and dealt, sometimes inadvertantly, with the major problems and possibilities of public access.

Some of the cable techniques used were live microwave, live telephones for immediate feedback, live studio programming, cable system interconnection, radio simulcast, video tape for delayed feedback, and a retrospective of public access channel programming. This networking capability, coupled with 18 viewing/access centers, including three libraries, Central Park, Public School 20 and Bellevue Hospital, reveal the complex, decentralized nature of the event.

Origionally, this report was intended to be an analysis of the Celebration. It has grown to include a broader discussion of public access. During the several months of research for this report, we studied the history and character of the New York City cable franchise as well as state and federal cable policies. Historical research, two years of experience with the present franchise, and the Public Access Celebration as a testing of previously unused capabilities of the cable system, indicate the necessity for expanding the definition of public access and considering its means of support.

Debate on all Public Channel issues will be possible at the public hearings for the franchising of Brooklyn, the Bronx, Queens, and Staten Island which will begin after the statewide franchising freeze is thawed in April, 1973. Any changes or additions adopted at that time will apply to Manhatten due to a matching clause in the present franchise [Section 21].

Since municipal support is needed to realize the goal of expanded public access, understanding the role of Public Channels within a municipal system is a priority. The Public Access Celebration presents a forum for that understanding.

Background

2. Development of Cable in New York

Cable in Manhattan had its official debut in December, 1965. Sterling Information Services and Teleprompter Corporation were awarded two-year contracts for the experimental operation of community antenna TV services. They were required to wire the borough on a non-discriminatory basis to avoid cream skimming of the high-class neighborhoods. Some city agencies received free service, others a rate reduction. The experimental contracts were extended four times before franchises were granted on July 29, 1970. The experimental period resulted in economic entrenchment for both Sterling and Teleprompter and rather than open the franchises to competitive bidding, as is customary, the New York City Board of Estimate chose to award them outright to both cable companies.

The following pages indicate the range of issues and the status of public channels during the past two years

CITY HEARING SET ON CABLE TV TODAY

20-Year Term for Contracts and Future Awards at Issue

By FRED FERRETTI

An open hearing will be held at City Hall today to determine whether the city will award 20-year franchises to two of its current cable television operators and whether to authorize the Bureau of Franchises to award all future cable TV contracts after competitive bidding.

The proposed contracts, for the Teleprompter Corporation and Manhattan Cable TV, have been the object of opposition from civic, social and political groups who contend that the 20-year term will create monopolies and be deterimental to the public good.

The proponents of the contract, the Corporation Counsel's Office, the Bureau of Franchises and Mayor Lindsay's office, argue that adequate safeguards to the public's interest are embodied in the proposals and that the contracts are reopenable at virtually any time.

Opposing the contracts will be Earle K. Moore, on behalf of the Citizens Union; Amitai Etzioni, director of the Center for Policy Research, and Joel Harnett and Sidney W. Dean J., on behalf of the City Club of New York. The American Civil Liberties Union and the New York Civil Liberties Union have also said they oppose awarding the contracts.

All of the opponents have suggested a delay to enable the city to study cable TV thoroughly. They say, in addition, that the 20-year licenses are contradictory to the Federal Communications Commission's policy of short-term licenses.

Follows Task Force Proposal

Those who cooperated in negotiating the contracts contend that to wait longer would be to put the city far behind the advancing cable TV technology, and that the contracts follow the cable TV proposals made by the Mayor's task force two years ago.

An attempt to delay today's hearings was denied yesterday in State Supreme Court by Justice John M. Murtaugh. Comtel, Inc., an unlicensed cable TV operator that services mid-Manhattan, using New York Telephone Company cables, had sought to enjoin the Board of Estimate from holding the hearings. Justice Murtaugh reserved decision on an accompanying motion by Comtel seeking an injunction that would prohibit the city from awarding the contracts.

Comtel has contended that the Federal Communications Commission, not the city, has the right to license cable franchisees. This contention is being tested in the courts.

The issues on which both sides have the strongest opinions in the cable TV dispute are:

¶A provision that would permit the cable operators to set rates, on a first-come first-served basis, for users of the public channels that are provided for in the contract.

Opponents say that in practice those with the most money would have access to the channel, and that a first-come basis therefore would not work. They say the city should set rates; some suggest a public authority. Proponents maintain that the contract permits the city to scale the fees "down to zero" and to assure that all facets of the public receive equal access.

¶A provision providing for two-way transmission of signals. Opponents say the contract is ambiguous, that it can be interpreted as meaning only that two-way transmission, which is the key to all other communications services outside of television reception, will be provided at a fixed site. Proponents say that it is the intent of the contract that two-way reception refers to between operator and individual subscriber.

¶A provision governing the technical "state of the art" provides that by July of 1971 each operator will have to provide 17 viewing channels. Opponents say this is obsolete on its face, that current systems in other areas have 40-channel systems in operation or in planning.

Proponents argue that the addition of channels is rather simple to provide and that the city's needs ought to be gauged before the number of channels is decided upon. They contend further that the contract permits the city to force technological improvements upon the companies in order to keep pace with the state of the art.

¶Opponents argue that there is no provision for a city Bureau of Telecommunications, which they say is necessary; nor were any city departments consulted during the negotiations of the contracts. Proponents say that the contracts do not preclude establishment of a city communications agency and that many city departments were invited to make recommendations and suggestions.

THE NEW YORK TIMES, THURSDAY, JULY 23, 1970

THE NEW YORK TIMES, FRIDAY, JULY 24, 1970

City Delays Its Decision on CATV Policy

Holders of Contracts Favor Proposal

By FRED FERRETTI

After seven hours and 75 witnesses, the Board of Estimate last night postponed until Tuesday a decision on whether to award two 20-year cable television franchises for Manhattan.

In addition, the board laid over a proposal that would authorize the city's Bureau of Franchises to pursue a future policy of competitive bidding for cable TV franchises in other boroughs.

The decisions followed a 15-minute executive session of the board. A spokesman said the postponement would allow a summary of all points of view to be drawn up in memorandum form for study.

The companies that would get the 20-year contracts are the Teleprompter Corporation and Manhattan Cable Television, which negotiated their present contract with the Bureau of Franchises.

At the hearing, the opposition was led, surprisingly, by Fred W. Friendly, the television adviser to the Ford Foundation who was chairman of Mayor Lindsay's 1968 Advisory Task Force on CATV and Telecommunications.

Mr. Friendly took issue with what he said were misrepresentations by the Bureau of Franchises of the task force's recommendations. He said it was being made to appear that the bureau had followed the task force in drawing up the proposed franchises. But, he asserted, the contracts contain many instances "at variance with the task force."

He said the task force had urged that no recommendation be made with regard to renewing Manhattan Cable TV and Teleprompter's franchises.

"The task force unanimously agreed that no franchises anywhere in the city should be granted for more than 10 years," he declared.

The New York Times

Fred W. Friendly, a TV adviser to Ford Foundation, opposed contract proposal.

"As a negotiated contract, I am sure that the Corporation counsel arrived at the best arrangement that could be struck between two parties. But, in that statement is the basic difficulty with the whole arrangement.

"Cable television is too important, its potential too great, to be dealt away in a series of private, closed-door negotiations without the kind of public participation and public analysis of the present operation which the task force felt was essential."

Those favoring the contracts were led by Charles Dolan, president of Manhattan Cable Television, and Irving Kahn, president of the Teleprompter Corporation.

In a gesture designed to allay the doubts of those who have suggested that community groups will be denied the right of access to designated public channels, Mr. Kahn promised that he "would open our public channels at no charge unless we are precluded from doing so by Federal Communications Commission action."

Opposition to the noncompetitive aspect took up most of the afternoon testimony at City Hall.

The contracts for Teleprompter and Manhattan Cable provide for the establishment of 17 channels within a year and 24 channels within three years. The companies are charged with seeing that community groups receive fair and equal access to public channels. Pay TV is ruled out unless specifically authorized by the Federal Communications Commission.

Mayor Lindsay assumed his rostrum seat at the Board of Estimate table after noon. Flanking him were Controller Abraham D. Beame, the City Council President, Sanford D. Garelik, and the presidents of the five boroughs or their representatives.

Under the board's rules, opponents of the contracts were heard first, but as their number increased the Mayor set up an alternative. Following 13 opponents of the contracts, the Mayor permitted a pro group, to be heard, organized by Richard Flynn, Teleprompter's lawyer.

Mr. Flynn said that "50 to 55 people were prepared to testify," including two former F.C.C. Commissioners, Frederick W. Ford and E. William Henry. Mr. Henry was F.C.C. chairman for three years.

First to criticize the contracts were Assemblyman Leonard Stavisky, Democrat of Queens, who said that the board would establish a "rotten pattern" by approving contracts let without public bidding.

Amitai Etzioni, director of the center for policy research, said that although legal language of the contract did not create a monopoly, in practice a monopoly would be created because competing companies would find the laying of cables too expensive after the current franchise holder had been operating at some length.

Head of Task Force Speaks Against

Stephen Unger, a Columbia University engineer, asserted that the contracts did not require the cable operators to be current with technological advances. Ossie Davis, actor, Cliff Frazer, director of the community film workshop, and Mary Umolu, of Central Brooklyn Model Cities said that adequate protection for blacks and Puerto Ricans was not provided for in the contracts.

Bidding Called 'Archaic'

Following Mr. Friendly's statement, the mayor turned the microphone over to Mr. Ford. He said the city's contract was tough on the cable operators, and called the question of public bidding "archaic."

Mr. Kahn and Mr. Dolan followed appearances by Morris Tarshis, director of the Bureau of Franchises, and Norman Redlich, first deputy corporation counsel.

Mr. Kahn said: "Any contention that we have not, may not or will not operate in the public interest is false. Our record to date is one of public service. Our promise to you safeguarded by the language of a very tough, expertly drawn contract is that we will always operate in the public interest."

Mr. Dolan declared: "While our company may be reluctant about some of the provisions of the contract, which we believe to be burdensome, we can say that there is no precedent in the history of the cable industry for the study, thought and the preparation that New York City has devoted to the preparation of this contract."

Go Slow on CATV Franchises

Twenty years ago an enterprising television dealer in a rural Pennsylvania community placed an antenna on a mountaintop and strung a coaxial cable into town in order to bring clearer signals from distant city broadcasting stations to his customers.

That was the beginning of cable television, also called CATV (community antenna television). The idea spread to thousands of other towns and cities where television reception is poor or otherwise limited and fathered a profitable new industry which is now on the verge of dramatic new growth.

To most Americans, CATV is still merely a technique for extending the range of their television sets and improving the image on their screens from conventional over-the-air broadcasting facilities. The potentialities of cable television, however, are far more sweeping, posing the prospect of a communications revolution within the next decade.

In addition to providing more reliable reception of regular broadcasting signals, CATV can offer inexpensive direct transmission of programs through what is expected to become a nationwide cable network encompassing a multiplicity of bands and possible uses, including two-way communications. Foreseen in cable television's future are such services as continuous stock tickers, marketing exchanges, electronically transmitted newspapers, computerized research, closed-circuit municipal networks, over-the-wire mail delivery, police and fire communications, banking, telegram delivery, local entertainment and public service programing for specific areas and groups.

This rapidly expanding potential gives special significance to a meeting of New York's Board of Estimate today, which will decide whether to award twenty-year cable television franchises for Manhattan to two firms, each of which currently serves half of the borough.

Contracts negotiated without prior public discussion by the city's Bureau of Franchises were sharply questioned at a hearing last week by critics who complained that the agreements do not provide adequate safeguards for the public interest. They have urged a delay in granting the franchises to enable the city to study cable television more thoroughly. We support this position.

from a N.Y. Times Editorial,
July 28, 1970

Two Cable TV Services Here Win 20-Year City Franchises

By FRED FERRETTI

The city awarded 20-year noncompetitive contracts yesterday to two Manhattan cable television operators and authorized the development of cable television on a competitive-bidding basis in the four other boroughs.

The awards, to the TelePrompter Corporation and Sterling Information Services, Ltd., also known as Manhattan Cable Television, were made unanimously by the Board of Estimate. The board also mandated the establishment of an Office of Telecommunications to regulate multichannel, broadband communication facilities.

Mayor Lindsay, before leading the vote for the new communications package, called the contracts "sound and progressive."

"They represent the most advanced program in the entire country," he said, "and they contain the flexibility to adapt public regulation to rapidly changing technology."

The board's action came late in the day following a six-hour recess called in the morning by the Mayor to consider a document of the Federal Communications Commission. Its content challenges the city's right to regulate cable television.

Expansion Planned

The contracts require the cable operators to expand their 12-channel systems to 17 channels by next July 1 and to 24 channels in three years. Five channels are reserved as city and public channels.

Both Manhattan Cable and TelePrompter are required under the contract to interconnect their systems and to keep abreast of technological improvements.

TelePrompter serves 20,000 subscribers in Manhattan north of 86th Street on the East Side and 79th on the West. Manhattan Cable serves a similar number of subscribers and its territory is all of Manhattan south of the TelePrompter area.

Since both companies have been operating in these areas for five years under temporary city franchises and have a combined investment of nearly $30-million, the city felt that subjecting them to competitive bidding would be unfair.

Pay television is forbidden unless expressly authorized by the F.C.C. Customers' rates are subject to modification by the city.

In general, cable television charges have averaged about $20 for installation and $5 a month for the program service.

The City's Share

The city is to get 5 per cent of the gross from the cable television service and 10 per cent of the gross from all other services provided by the cable facilities. Minimum payments begin at $75,000 a year and rise to $350,000 a year.

Before approval of the cable television contracts, amendments were passed insuring the rights of collective bargaining of cable company employes, and mandating the setting up of minority-group training programs to fill jobs in the city's cable industry.

Queens Borough President Sidney Leviss, who before last week's public hearing amended the Board of Estimate calendar to include establishment of the Office of Telecommunications, repeated his amendment yesterday. This, too, was passed.

Much of the opposition to the cable franchises came because of the 20-year term of the contracts. Critics maintain that a monopolistic pattern would emerge with such longevity.

An amendment offered by Mr. Tarshis—and passed unanimously—dealt with that problem. Under it the city may renegotiate any part of the contract, except its duration, at the end of 10 years. If no satisfactory solution to any negotiated issue is arrived at, the city and the cable operator would go to arbitration.

Irving B. Kahn, president of TelePrompter, said the Board of Estimate "has made a significant and far-reaching decision in accepting the proposed contract" and that it should become "a document of landmark importance in the development of an emerging exciting medium of communications."

Charles F. Dolan, president of Manhattan Cable Television, congratulated the board on its decision.

When the Board of Estimate convened at 11:15 yesterday morning, its only business was the four items concerning the cable TV franchises, which had been laid over following last Thursday's public hearing. But two minutes later, Mayor Lindsay announced that the board was going into executive session.

WEDNESDAY, JULY 29, 1970

City Starting Test of Public Cable TV

By GEORGE GENT

The city will start today a wide-ranging experiment aimed at providing the public with free access to its four new cable-television channels.

The 80,000 subscribers to Manhattan's two cable TV systems will be able to see on Channels C and D a continuous flow of public service programs—ranging from the dance to street lectures on veneral disease. Throughout the day, city and community leaders will discuss the operation and potential of the public channels.

The experiment, which will permit individuals and community organizations to air their views on a first-come, first-served basis, is expected, if successful, to set the pattern for the rest of the country.

Supporters have hailed the program as the first genuine "Town Meeting of the Air" and a major step toward the political philosopher's dream of participatory democracy. But spokesmen for neighborhood groups and others termed the regulations announced by the city yesterday for operating the channels "unduly restrictive and suspicious."

The creation of public channels was stipulated in the noncompetitive 20-year contract the city signed last year with the Teleprompter Corporation and Sterling Communications, also known as Sterling Manhattan Cable Television.

24 Channels Scheduled

The contract required the cable operators to expand their 12-channel systems to 17 channels by July 1, 1971, and 24 channels within three years. Five of those channels were to be reserved for city and public use. The two systems were to be interconnected.

Sterling, which covers the lower half of Manhattan, and Teleprompter, which has the upper half, have complied with the regulations. Yesterday, the city's Board of Franchises, which licenses the companies to use the city's streets for their cable lines, issued an interim set of regulations covering use of the public channels and the rates the operators can charge to commercial users.

Morris Tarshis, director of the Bureau of Franchises, stressed that the rules were intended as guidelines and were not expected to cover every contingency. He noted that they were applicable only until Dec. 31 and could be amended by him at any time without notice.

In any event, he said, it is anticipated that the rules will be revised when the city, the operators and the users have had time to become familiar with the operations of the public channels. In the meantime, he said, users were invited to write his office with suggested changes.

She said there should have been more trust of the public in drafting the regulations, permitting live programing instead of taped shows subject to preview. She also felt the rules discriminated against minors.

They and other neighborhood representatives also complained that the rules had been written without a public hearing to air the views of many of the potential users. Mr. Tarshis said yesterday that some sort of open forum or seminar would be held before the interim rules expire on Dec. 31.

Sterling and Teleprompter's subscribers pay $9.95 to have their cable installed and $6 a month for service. However, new subscribers are frequently given free installation in lieu of two months' service. Viewers who do not subscribe to either of the systems will not be able to receive the public channels.

Yesterday, Sterling Manhattan and the American Foundation on Automation and Employment announced an agreement for community use of the public channels. Under the contract, the foundation is establishing a Community Television Center at Automation House, 49 East 68th Street, connected by cable to Sterling's system.

In general, the regulations stipulate that the companies will provide free air time to all noncommercial, nonprofit users of the public channels. However, Sterling and Teleprompter differ on the use of studio facilities. Teleprompter grants free use of its studios and equipment, with restrictions on the amount of equipment used. Sterling charges for any equipment used, starting at $25 for a single black-and-white camera. On the other hand, Teleprompter has a higher rate scale for commercial users than does Sterling. The city left it to the companies to set their own rates during the interim period.

Other rules allow the companies to determine the acceptability of programing material for which they might be liable, ask applicants to request air time two weeks in advance, although allowing exceptions where timeliness is a factor, and prohibit the appearance of minors under 18 without an adult.

Prime Time Access Limited

One public channel limits users to not more than two hours a week of prime time (7 to 11 P.M.) and not more than seven hours a week of all time, unless there are no other applicants. The second channel is designed for greater access —limiting users to reservations of the same time period to once a month. Users who have reserved five hours or more on both channels are subject to pre-emption by less frequent users.

Monroe E. Price, deputy director of the Sloan Commission on Public Communications, said he was delighted with the general tone of the rules but wished that there had been greater provision for regular scheduling.

He noted that programs for deaf people, for instance, would require regular scheduling if they were to be properly utilized.

Theodora Sklover, executive director of Open Channel, a nonprofit organization providing assistance to individuals and neighborhood groups planning to use the public channels, was grateful for the free air time but lamented other aspects of the rules, which she called "too restrictive and suspcious."

THE NEW YORK TIMES, THURSDAY, JULY 1, 1971

TV: Public Access Fete

Celebration Is Retrospective of Year's Programing by 2 Cable Channels

By JOHN J. O'CONNOR

The "Public Access Celebration" began yesterday at noon on cable television. It will continue today and Saturday, running each day from noon to around midnight. As a retrospective of videotape programing that has appeared on cable channels C and D during the first year of the first "public access" experiment in operation anywhere, the celebration is not entirely a celebration, even to many active participants.

For the present, the process of public access continues to overshadow content. The theory behind that process is not complicated: the public, either groups or individuals, should have the opportunity to use television as a direct means of communication, without interference from a professional middleman, such as a producer, director or reporter.

●

In obtaining cable franchises for Manhattan, the Teleprompter and Sterling companies were required by New York City to set aside two channels for public access. Technically, anyone, on a first-come first-served basis, could come in and use these channels for a personal and virtually uncensored presentation.

The channels were opened in July of last year, and the complications set in immediately. Television has been primarily a passive-audience medium, and the average viewer is not about to stroll into a gadget-crammed studio and casually begin "communicating." And, for any degree of efficiency and impact, the medium demands some knowledge of technical tools. For public access, the basic tool is the relatively inexpensive and portable video recorder using half-inch tapes.

The tasks of developing user-audiences and of teaching technical skills were left to several groups supported mostly by foundation and Government grants. Among the more prominent are Alternate Media Center, Global Village and Open Channel. These groups have been attempting to afford interested persons and organizations free learning access to video equipment. The students are then urged to set up their own video centers, possibly using equipment that already exists, but is rarely used, at neighborhood schools.

The emphasis is on free access for the public. On-air time, for example, is now provided without charge by the cable companies. Inevitably, however, as the scale of public access grows, the need for large-scale funding becomes more urgent and, ironically, sustaining support from government and foundation sources might appear less feasible.

●

On one level, the current celebration is a publicity bonus for the cable companies, which are short on programing material anyway and can use the opportunity to boast of their efforts, some of them impressive, in public access. On another level, that of the public-access user, it provides a chance to pull together concepts and ideas and to generate more awareness of the medium to a wider audience.

Cable television itself has a limited audience in Manhattan. Sterling and Teleprompter service about 100,000 apartments and homes. As a result, many groups interested in using public access are unable to see themselves on these channels because cable is unavailable in their area.

To at least partially alleviate this problem for the celebration, about 20 viewing centers have been set up in public areas around Manhattan, from the Lower East Side to Harlem and Washington Heights. Two or three of the centers may be retained permanently, depending on the degree of public participation during the celebration.

Each center is equipped with television monitors and with video equipment, being used for teaching demonstrations and to record the reactions of the bystanders to the activities. These reactions, in turn, will be fed into the retrospective on cablevision. That is what is referred to in trade jargon as feedback.

Special events are also scheduled at each center. The Vietnam Veterans Against the War will visit one. At Bellevue Hospital, employes will discuss their labor problems. A Community Planning Board will meet at a center in Greenwich Village. In addition, live transmission from Central Park's Bethesda Fountain will be carried on Channel 10.

The content of the central retrospective ranges over a broad spectrum: a "health fare fair" in Chinatown; women discussing sex in advertising; Christopher Isherwood, the author, being interviewed about homosexuality; the Puerto Rican Dance Theater; consumer affairs, and "consciousness raising among older women."

Are people watching? Not enough, certainly, to threaten the television Establishment. Is anybody interested? Various public-access spokesmen insist that, once the potential of the concept is realized, interest is intense. A visit to Public School 20 on the Lower East Side yesterday morning indicated that the spokesman could be right.

With the Downtown Community Center as prime organizer, the center was being set up in the school yard with the help of various groups from the neighborhood. As young cameramen recorded the comments of local residents, black and Puerto Rican youths were assembling a geodesic dome to house the equipment.

According to a young woman from the Downtown Community Center, neighborhood interest in public access is suprisingly strong. The only problems are logistical: getting equipment and protecting it from robbery, and getting the company to lay cable lines in the relatively poor area. Yesterday, Latin bands were scheduled to perform at the center, and tomorrow an Italian opera company will appear.

●

Yesterday, the neighborhood even managed to get its protest directly on cablevision. Shortly after noon, a Downtown Community News segment was interrupted with the comment that "the people of the Lower East Side have nothing to celebrate . . . for the next 20 minutes, you will be watching what the people of the Lower East Side have in the way of cable TV—that is, nothing."

And for 20 minutes, the viewer could watch a blank screen. It is that kind of celebration, a centralized honing of a tool for electronic decentralization. It is unusual. And it is undoubtedly significant for the future of cable TV.

THE NEW YORK TIMES, FRIDAY, JULY 7, 1972

Wiring

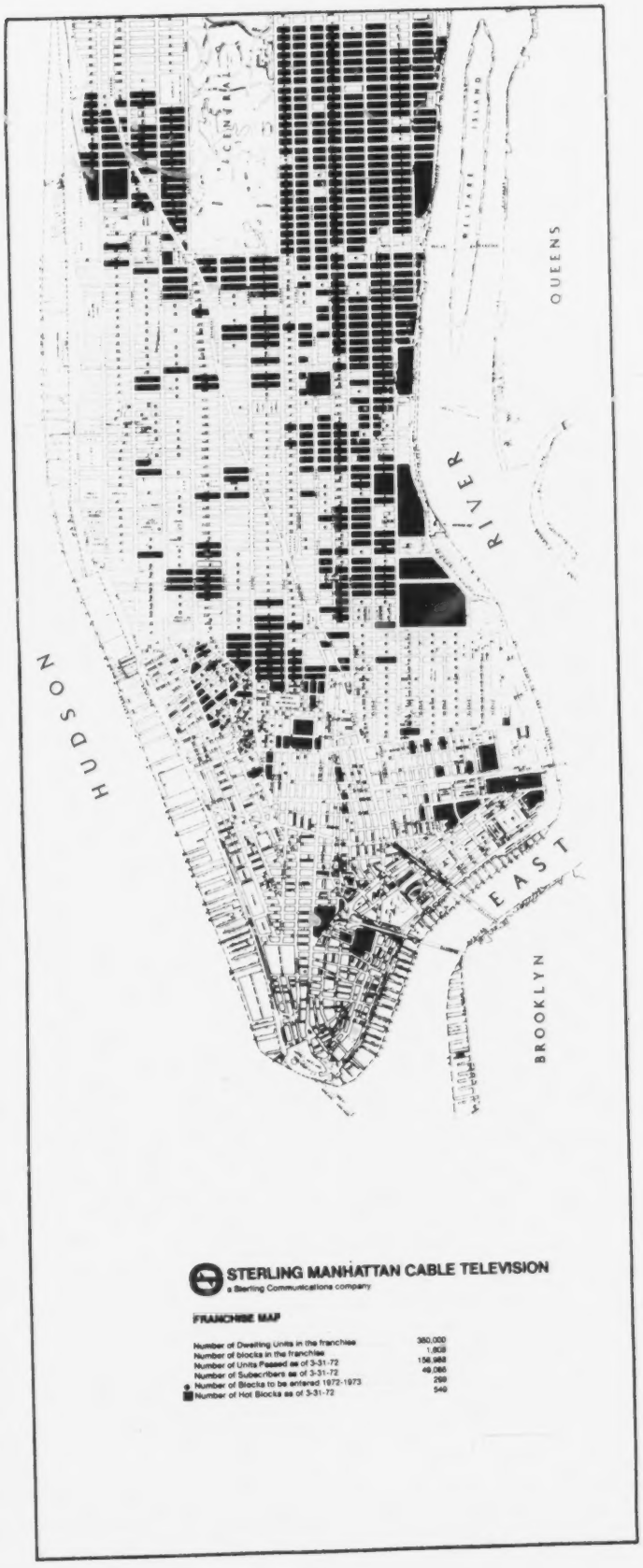
Both Sterling Manhattan and Teleprompter Corporation have been installing cable since 1965.

Teleprompter has not published a map of their wiring pattern, but Teleprompter's engineering staff fills in the picture by saying that the system is wired to every block in their district. This means there is a definite installation capability throughout Teleprompter's district. Sterling Manhattan's wiring pattern is an example of blatant economic discrimination. The richest sections are densely wired. The remaining sections are, with few exceptions, very sparce.

The number of cables installed affects the channel capacity of a system. The FCC, in its Rules and Regulations of Feb. 12, 1972, requires a minimum of twenty channels in the "top 100 markets". The New York City franchise requires a maximum capacity of twenty-four. It seems quite obvious that four channels above the minimum will be pathetically insufficient for the top of the "top 100".

Though the wiring pattern and channel capacity dictate how the the cable can be used, there was no attempt at designing a cable system for Manhattan before construction began and there has been none since. Fault rests with the City. Proper design provides options for the projected service and information needs of the public and the municipality Those options should determine the wiring pattern and channel capacity of a cable system.

If and when any planning for cable in Manhattan does occur, it will begin after much cable is underground. As a result, any expansion or modification of the present system will be an expensive patch-job heralded by cries of poverty from the cable companies who built an inflexible system.


HUDSON
RIVER
EAST
QUEENS
BROOKLYN
STERLING MANHATTAN CABLE TELEVISION
a Sterling Communications company
FRANCHISE MAP
Number of Dwelling Units in the franchise 380,000
Number of blocks in the franchise 1,809
Number of Units Passed as of 3-31-72 156,988
Number of Subscribers as of 3-31-72 49,086
Number of Blocks to be entered 1972-1973 299
Number of Hot Blocks as of 3-31-72 549

3. History of Public Access in New York City

The only New York City authorized evaluation of cable's growth and potential was written in 1968 by the Mayor's Task Force on Telecommunications, headed by Fred W. Friendly. This was a limited study not at all intended to provide the framework for the twenty year franchise awarded to both Sterling Manhattan and TelePrompter Corporation in 1970.

The virtually unsupervised construction and design carried out by TelePrompter and Sterling/Manhattan during the experimental franchise period from 1965-1970 determined what should and could be stipulated in the 1970 franchise. The franchise mirrored the situation created by the cable companies and was given directly to both companies with no competitive bidding. The public was excluded from participation until a public hearing held after the writing of the franchise contract.

The result of this franchise process is that the present system can serve subscribers but the wiring pattern and limited channel capacity determined by cable company construction will impede any growth or "modernization" of the system. Lack of foresight has also, in effect, isolated the Public Channels from the public. Comprehensive design is absolutely essential for the realization of cable's public information and municipal service potential.

Public Channels began in New York City as a recommendation in the Friendly Report. It read:

> "To insure that a cable television company does not control access to all channels...[the company] would hold the other two channels [of 18] only as a carrier. These channels would be available for lease by outside users who wish to present original programs."

Essentially, two common carrier channels.

The 1970 franchise granted to TelePrompter and Sterling, though written

with no public participation, was considered a progressive model for other municipalities. It called for leasing of public channel time on a non-discriminatory basis with "appropriate technical assistance," no commercial content, and left open the possibility of advertiser support to fund programming [Section 4(e)]. The city was given free use of the two City Channels and the cable companies are to provide a city-owned studio with an originating capability [Section 3(f) & 6(h)]. The franchise writers were aware that the sub-district clause which provides for specific programming to be directed to (not from) specific communities could create a funding base of local business advertising for public channel programs as well as the company channels [Section 3(e)]. It didn't develop that way.

During the 1970 franchise hearings the Bureau of Franchises was under pressure from public interest groups and individuals to provide assurance of access. The president of Teleprompter responded by promising that he "would open our public channels at no charge unless we are precluded from doing so by Federal Communications Commission action." This is the basis for the free access allowed by both companies, but nothing to that effect was amended to the franchise, and our conversations with the Office of Telecommunications and the cable companies indicates the informal nature of the agreement.

One year later, July 1971, the Public Channels were opened as the franchise required and interim rules for their lease were issued. Scheduling procedures were detailed, information to be supplied by public channel users was stipulated, and the cable companies were allowed to preview tapes to protect themselves from possible liability for content. These rules expired December 31, 1971. The interim rules issued by the Bureau of Franchises referred only to leased channels, but both cable companies in their releases of the rules stated that channel time would be free. The news media reported that free Public Channels were designated by the Bureau of Franchises (See N.Y. Times article, This was, and is not the case, but it is the source of the common misconception that free public access to the Public Channels exists by legal right.[See NOTE*]

During the first few months of Public Channel use, Sterling, in an alliance with Automation House created a "Community Television Center" that charged for its services. It was originally publicized as an origination center. This has yet to occur although the contract is more than a year old. The Automation House tape studio is now free for public use although it has gone unpublicized and is generally unknown to Public Channel programmers.

In February, 1972, the new FCC regulations required free access and no advertising in the top 100 markets on one public channel, one educational channel and one municipal channel, (the last two to be "free" for a five-year developmental period) [FCC Rules and Regulations, February 12, 1972]. There are five such areas in New York State: New York City, Rochester, Buffalo, Syracuse and Albany. It also provides for five minutes of free "live" studio time. Cable systems in operation before March 31, 1972 have five years to comply, though it is possible that New York City could obtain a waiver and come under FCC regulations immediately since it is already providing all the required access facilities except an educational channel Neither Teleprompter or Sterling is offering free live studio time. Sterling's attorney contends that Sterling prohibits "live" cablecasting in order to preserve its pre-screening right.

In the Spring of 1972, the New York State Assembly passed a bill (12001-A) that removes liability from the cable company and places it with the public channel user. The bill also created a CATV Commission to oversee the state's cable systems, imposed a statewide freeze on the granting of franchises for one year beginning April 1, 1972, and prohibited censorship by the state, municipalities, and cable companies. When this bill goes into effect in January 1973, Sterling will allow "live" public channel programming but will

charge for studio use. Sterling and TelePrompter are concerned that their only "live" studio facility is the studio designed for commercial use. Both have expensive equipment and require union crew. This means that if "live" public channel programming were in greater demand there would be a squeeze on commercial use of these studios.

In March 1972, Herbert Dordick was appointed Coordinator of the newly formed Telecommunications Office. The office was created to make recommendations to the Board of Estimate and to act as its representative in formulating and carrying out policy regarding cable tv and the telecommunications industry. As of February 1973, there have been no written policy statements from the Office of Telecommunications.

During the Celebration, on July 6, Teleprompter opened a storefront studio on 125th Street which now lends one 1/2 inch portapak and makes studio facilities available to the public. It also provides a camera and one-inch deck with a technician for in-studio use. On September 15, 1972, Sterling and New York University's Alternate Media Center opened a video access/viewing center equipped with four portapaks. It too is loaning equipment and instructing the public at no cost. Both relieve possible public channel production burdens on the cable company studios but neither provide "live" originating capability for the public.

The next forum for debate of these issues will be the new franchising hearings held after April 1, 1973 when the state's restriction on franchising will end.

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*NOTE: Herbert Dordick, Coordinator of the Office of Telecommunications in New York City said, in October 1972 at the Mitre Conference in Washington D.C., that he would like to see the public channels leased rather than free. The funds accumulated by the cable companies from this form of "public access" could then be used to allow reduced subscription rates in low-income areas. This type of "solution" to both the funding of public access channels and the wiring of low-income areas would, in effect, subsidize the cable company's expansion into these areas and put use of the Public Channels beyond the economic reach of those who need it most.

Storefront TV Studio Opened By Teleprompter to Aid Harlem

By ALBIN KREBS

New York got its first storefront public access television studio yesterday when the Teleprompter Corporation opened the facility, which it created and will operate as a community service, at 60 West 125th Street in Harlem.

Former Gov. Raymond P. Shafer of Pennsylvania, who is board chairman of the cable-TV company, invited Harlem residents to use the studio's free facilities to create their own television programs for viewing on channels C and D, which will carry them without cost.

The opening of the studio, in space formerly occupied by a tailor-shop chain, coincided with the "Public Access Celebration," which began yesterday and will be seen on the public access channels through tomorrow evening. A retrospective of public access programs will be featured.

The studio will have permanently available a stage setting and lights, a dolly-type taping camera, sound equipment, make-up facilities, and, in a separate enclosure, an area where residents who don't have cable installations at home may gather to view programs produced in Harlem and elsewhere.

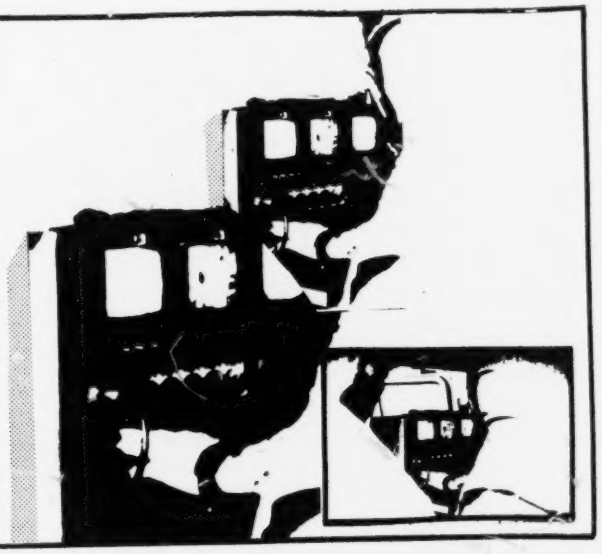
Teleprompter, which operates in northern Manhattan, and Sterling Manhattan Cable Television, Inc., which has the franchise for the southern part of the borough, began providing two public access channels each last year under terms of their franchise agreements with the city. By 1974, they must make available between them up to 20 studio-viewing rooms for public access.

At a lunch following the opening ceremonies, Benjamin L. Hooks, who was sworn in Wednesday as a member of the Federal Communications Commission, said, "As the first black man on the commission, I wanted my first official appearance to be in Harlem, the spiritual home of the black people.

"Black people have been largely uninvolved and ignored in the growth of television, and so I'm enthusiastic about the possibilities of using community public access studios for the black people to produce and stage our own programs, to do our own thing in our own way," he added.

The studio in Harlem is one of 20 viewing places in the city that have been made available for watching public access programs during the "Public Access Celebration." It is the first permanent installation. The others are temporary.

4. Public Channel Usage Statistics



NEW YORK CITY, JULY 1971 - JUNE 1972
by David Othmer

[The following statistics have been compiled by David Othmer for a Report on Public Access Channels, funded by the Fund for the City of New York and the Ford Foundation. Since Mr. Othmer's report has not been completed, the statistics and evaluations must be considered tentative. We appreciate Mr. Othmer's interest in Public Access that so generously motivated him in lending us the material. No portion of this report may be reproduced without direct permission from Mr. Othmer.]

The data on the utilization of the public access channels was derived from the daily logs kept by the cable operators, Sterling-Manhattan and Teleprompter. Both companies were extremely cooperative in making their records available to us; the quality of the logs, however, leaves much to be desired and will be discussed in greater detail below. The major conclusions of the investigation are outlined below. Charts and graphs are presented at the end of this section.

Overall Utilization Statistics

- over the 12 month period studied, a total of 3,700 hours of programs were cablecast by Sterling Manhattan (SM), and Teleprompter (TPT) on channels C and D. (See CHART I)
- of the 3,700 hours, 1,700 were on SM, 2,000 on TPT.
- of SM's 1,700 hours, 475 were non-repetitive (i.e. each program was repeated an average of 3.6 times).
- of TPT's 2,000 hours, 478 were non-repetitive (each program was repeated an average of 4.4 times).
- (many of SM's 475 non-repetitive hours are the same as TPT's 478 non-repetitive hours, see below)
- utilization of the channels grew steadily through the July-December 1971 period, then leveled off. In May and June, 1972, utilization declined. (The technicians' strike at TPT may account for much of this decline.)
- the month with the greatest number of hours cablecast was March, 1972. During March SM cablecast 474 hours, 83.5 of which were non-repeated hours (each show was repeated an average of 5.7 times); TPT cablecast 326 hours, 59 of which were non-repeated (each show was repeated an average of 5.5 times). These figures deviate from the norm because of a 6.5 hour program about filling out income tax returns which was repeated daily all month on both systems.
- the maximum number of non-repeated hours per month was 61 for TPT in December, 1971, and 83.5 for SM in March, 1972. (See CHART II)

Users of Channels

- Users can be divided two ways: (1) regular and occasional users; and (2) independent producers and producers using the TPT studio (SM did not make a studio available to the public during the period under study).
- a group of 10 independent producers accounted for over 60% of the total public access cablecasting. This group includes: Alternate Media Center, Raindance, Global Village, People's Video Theater, Open Channel, Vietnam Veterans Against the War, Gay Activists Alliance, Deafness Research Center and The Elders (produced under the auspices of the Center for Analysis of Public Issues), West Side Block Association Federation, and Space Video.
- the first five groups listed above, the so-called "facilitator groups" accounted for approximately 40% of the total cablecasting.

- approximately 25% of all TPT non-repeated hours were recorded in TPT's studio. SM had no studio open to the public, therefore all programs cablecast on SM were produced elsewhere. A very few of the programs produced in TPT studios were shown on SM (the Social Security Union Local 1760 was recorded at TPT and shown on both systems).
- we estimate that approximately 75% of the programs shown on one system were also shown on the other. A total of no more than 600 non-repeated hours were shown on the public access channels during the year. In New York City, therefore, slightly less than two non-repeated, original, hours of cablecasting were produced each day.

Utilization of Channel C versus Channel D

- Channel D has been in use on SM since January, 1972, and on TPT since March, 1972.
- Channel D has been used strictly as an overflow channel for Channel C.
- on average, programs have been repeated more on Channel D than they were on Channel C. At TPT, each program on Channel C was repeated an average of 4.3 times, and each program on Channel D was repeated an average of 5.6 times. At SM the averages were 3.2 times on Channel C, and 5.8 times on Channel D.
- the only way to distinguish between Channels C and D is through the average length of program. Longer programs (i.e. more than one hour) tended to be shown on Channel D (e.g. the 6.5 hour IRS series).

Utilization of Channel "C" by facilitator groups

Sample Period: February - June 1972
Sample Company: Sterling-Manhattan

	%	Hours
Alternate Media Center	12.8	31
Raindance	8.1	19.5
Global Village	6.2	15
People's Video Theater	6.0	14.5
Open Channel	4.3	10.25
	37.4%	90.25hrs.

Amount of non-repeated programming on Channel "C" during this period.

Use of Channel "D" during this period will also be calculated. Open Channel sponsored at least 2.5 - SM hours (The "Censorship" tape and the "Obie" Awards" tape) on Channel "D" during this period; Alternate Media Center sponsored at least 6.5 hours (The "Tax Information" tapes).

Content of the Programs

- although the content of the programs is difficult to determine from the information in the logs, it appears that the predominant issue is public service; experimental entertainment runs second, and traditional entertainment -- talk shows, variety shows -- runs a poor third.
- There is tremendous variety in content of the programs--ranging from programs for the deaf and elderly to the Gay Activists, the Vietnam Veterans, a labor union, a Block Association and the facilitator groups.
- the independent producers tended to use SM more than TPT probably because they are all located in the SM franchise area.

Miscellaneous

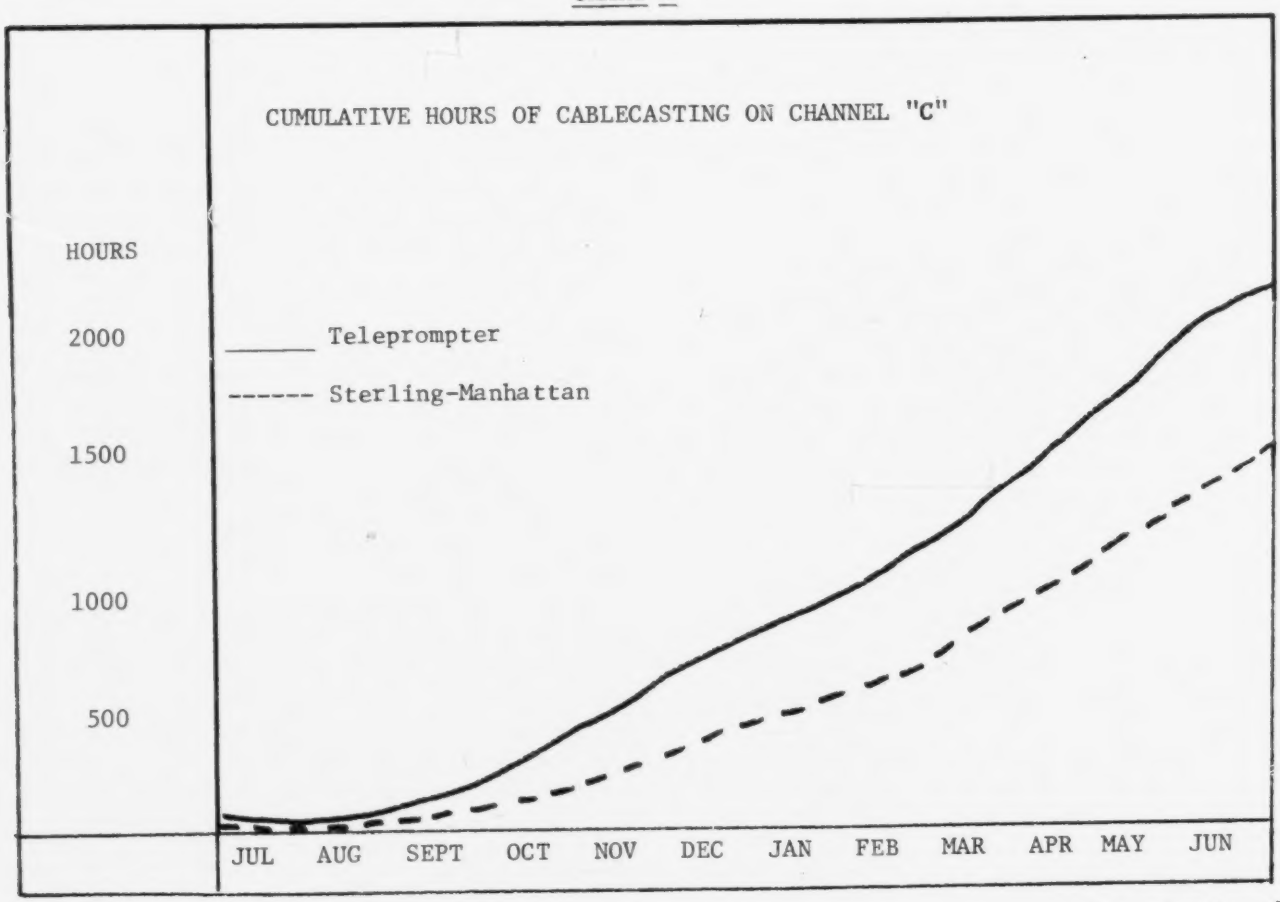
- there was no commercial use of the public access channels
- the logs were not well kept; some days are missing, many program titles or tape identification number- are non-existent, they are often hard to read.
- on occasion TPT and SM would ignore pre-arranged scheduling without notifying the producer. Sometimes this was due to mechanical failure, sometimes to whim.
- the TPT log is a schedule, whereas SM log is an actual log with each program run signed off by the technician on duty. The SM log contains notes from the technicians which indicate that they have been quite responsible in trying to follow often confusing instructions from either the producers or their SM superiors.
- there were a significant number of equipment breakdowns during the year.
- repeating programs has gotten out of hand in some cases--i.e. up to 10 times per week. Non-sequential repeats of serials (e.g. the programs on airplane flying) is unnecessarily distracting.

* * * * * * * *

Comments from the Authors

The five "facilitator" groups are funded by either The State Council on the Arts (Raindance, Global Village, and People's Video Theater now Survival Arts Media) or The Markle Foundation (Alternate Media Center, Open Channel). Only Open Channel and Alternate Media had grants to experiment with the potential of the Public Channels. For the other three groups, involvement with the cable has been an outgrowth of their work in portable video and a fortuitous turn for the unfunded Public Channels.

CHART I



(David Othmer)

OCTOBER 1972 PUBLIC CHANNEL STATISTICS ANALYSIS BY PAC REPORT GROUP

Channel C Repeat Averages	Ster-ling	Tele-Prompter
First year	72%	76%
October 1972	86%	32%

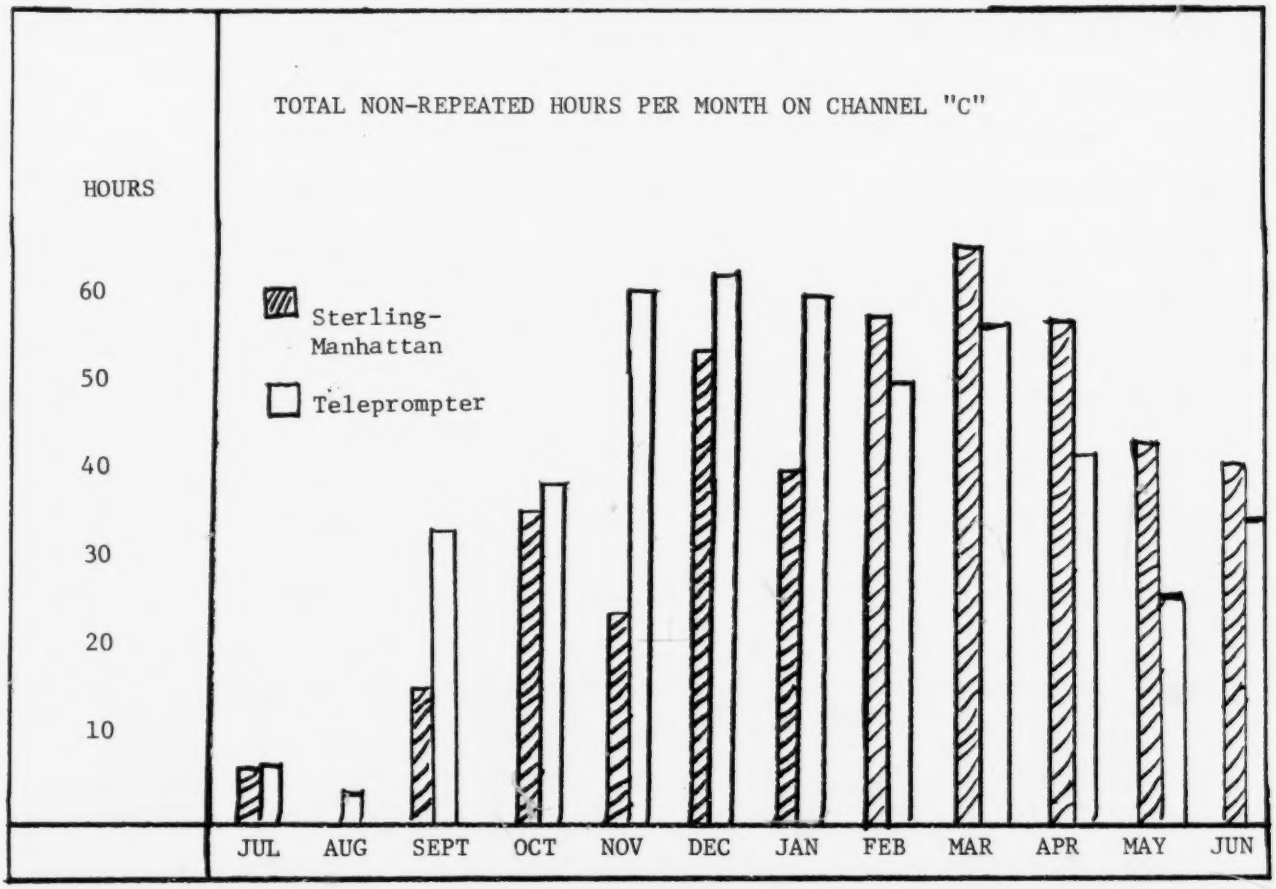
The major reason for Teleprompter's massive increase in original hours of Public Channel tape while Sterling's figures stayed in line with the previous year's average is Teleprompter's use of one studio camera set-up with tape deck and a technician at their Harlem Storefront Access Center. This permits the individual or group to walk in, do their tape, and leave with a minimum of fuss.

Without live feedback, this type of closed loop tends to formalize the studio situation and create mimicry of broadcast formats and attitudes. It is a very efficient means of creating programming, but it does not provide the community involvement by telephone interaction or immediacy that would be a vital part of any live cablecast.

Use of all four channels is largely predominated by groups. Very few individuals, the real "public", have taken advantage of the channels' availability presumably because the dedication required to create programming under the present systems is more easily sustained by group rather than individual effort. This is a major deficiency of the present access formula.

It is also important to note that the effect of the original facilitator groups has been considerably diluted by the availability of free taping equipment and facilities established by the cable companies.

CHART II



(David Othmer)

STERLING MANHATTAN CABLE TELEVISION, INC.
A Sterling Communications company
120 East 23 Street, New York 10010 (212) 260-3900

PUBLIC ACCESS

CHANNEL C MONTH: OCTOBER 1972

I) Public Access Programming:

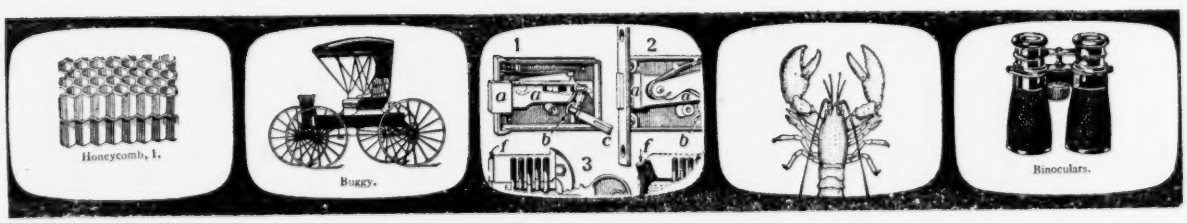
Total number; hours of programming 179 hrs. 49 min.

Total number; hours-repeat programming 156 hrs. 11 min.

(includes programs which may have been new for the month, but which had run previously on the Public Channels)

II) Separate listings by Public Access Users:

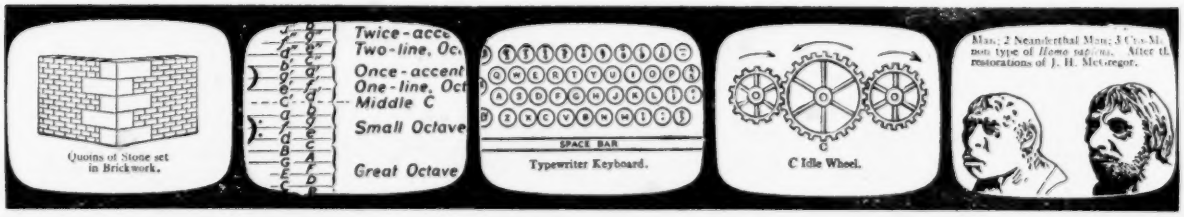
Name of Individual, Group	Total Hours Used	Total Repeat Hours	*Prime Time
Alternate Media Center	44:20	38:12	24:50
Communitel	00:48	00:48	00:23
Downtown Community TV News	1:09	00:46	1:09
Exploring Post # 417	9:24	8:46	2:58
Federation of West Side Block Associations	7:30	7:00	7:30
Gay Activists Alliance	1:53	1:53	1:53
Genus Project	8:30	8:00	8:30
Global Village Video Resource Center	10:27	9:12	9:42
Homosexual Renaissance	1:40	00:45	None
House Ov Day Vid (Buffalo,NY)	2:00	1:30	2:00
Donald Jackson (Buffalo,NY)	1:30	00:30	1:30
The Julius Lester Show	00:26	00:00	None



CHANNEL C (cont.)
Sterling

Name of Individual, Group	Total Hours Used	Total Repeat Hours	*Prime Time
Lincoln Square Community Council	2:30	1:00	2:30
Museum of Modern Art	2:59	2:56	None
National Organization For The Reform of Marijuana Laws	2:24	1:00	2:24
Open Channel	37:20	36:50	11:00
Space Videoarts	2:00	1:00	2:00
Survival Arts Media	16:05	15:15	9:45
Vietnam Veterans Against The War	7:42	5:47	7:42
Young Filmaker's Foundation	1:28	00:00	1:28
Programs produced through the Sterling/NYU Video Access Center	16:18	10:18	4:56
Programs received via Interconnect from Teleprompter:			
Louise Berlé-Reality	2:00	unknown	None
Stuart Miller Prod. " Let's Talk With Basia Hammerstein	2:00	unknown	None
Homosexual Renaissance	1:30	unknown	None
Jewish Association of College Youth-" Jewish Dialogue "	1:30	unknown	None

* Some groups program during both Prime Time and non-Prime Time periods



CHANNEL D MONTH: OCTOBER 1972

Sterling

I) Public Access Programming:

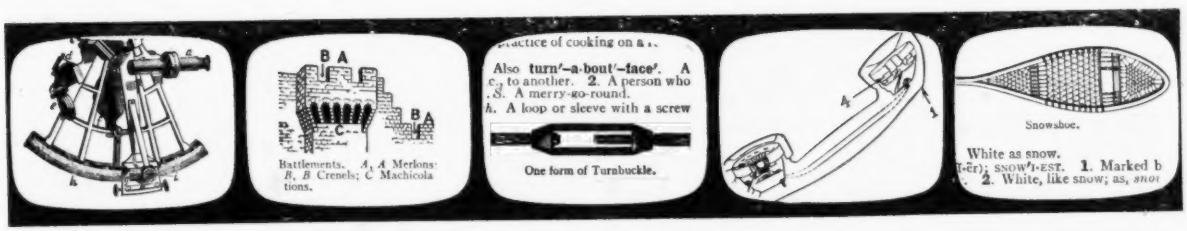
Total number; hours of programming 49 hrs. 02 min.

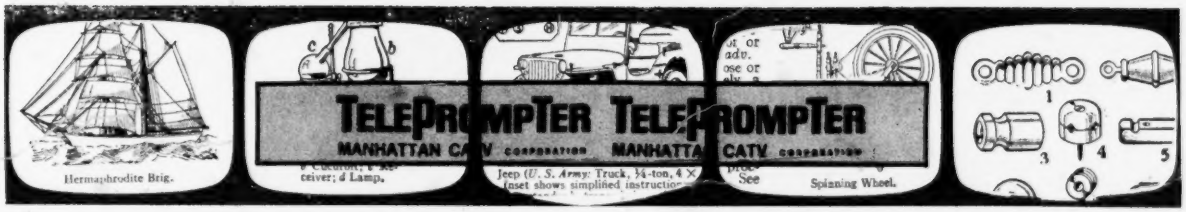
Total number; hours-repeat programming 27 hrs. 06 min.
(includes programs which may have been new for the month, but which had run previously on the Public Channels)

II) Separate listings by Public Access Users:

Name of Individual, Group	Total Hours Used	Total Repeat Hours	*Prime Time
Liza Cowan	1:00	00:00	1:00
Community Newsreel	00:57	00:00	00:57
Filmmakers' Cooperative	8:00	7:00	8:00
Charles Layton	00:15	00:00	00:15
Open Channel	27:49	14:48	13:27
Society For Avatar Meher Baba	00:30	00:00	00:30
Upper West Side Women's Collective (with the assistance of the Sterling/NYU Video Access Center)	1:08	00:00	1:08
Programs produced through the Sterling/NYU Video Access Center	5:56	2:59	5:26
Programs received via Interconnect from Teleprompter			
Apartments for Rent - New York: The Living Scene	1:30	unknown	None
New York State Division of Youth Employees	1:30	1:00	None

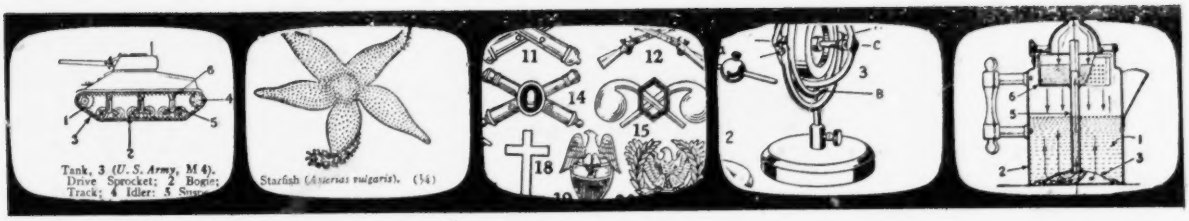
* Some groups program during both Prime Time and non-Prime Time periods.


B A
B A
Battlements. A, A Merlons; B, B Crenels; C Machicolations.
Also turn'-a-bout'-face'. A
to another. 2. A person who
S. A merry-go-round.
A. A loop or sleeve with a screw
One form of Turnbuckle.
Snowshoe.
White as snow.
SNOW'I-EST. 1. Marked b
2. White, like snow; as, snow



CHANNEL "C" - OCTOBER 1972

PROGRAM	TOTAL TIME	REPEAT TIME	PRIME TIME
Commandoes Report to the People*	5:46	:29	None
The Wally Hughes Show*	7:49	3:25	None
Science of Creative Intelligence	13:24	5:48	None
Global Village	5:25	1:59	3:25
Open Channel	21:30	8:15	11:00
Lambda Club	5:30	2:00	2:00
Society For The Prevention of Drug Addiction*	8:58	2:30	6:58
Reality "Louise Berle"	9:20	4:25	3:27
National Organization For The Reform of the Marijuana Laws	2:57	None	2:57
Space Video Arts	9:00	4:00	4:00
Friends of Haiti*	4:28	None	2:58
Anti-Establishment Hour*	1:20	:29	:59
Museum of Modern Art (PSA)	4:12	2:06	None
Medical Society of N.Y. (PSA)	:56	:56	None
W.C.C.R. Radio City College	11:20	5:54	5:25
In The Spotlight*	7:28	5:52	3:14
N.Y. The Living Scene*	6:28	2:46	1:59
Alternate Media Center	18:00	14:00	12:00
Friends of Animals*	5:38	2:19	5:38
NYU Research Center	5:00	None	5:00
On The Move*	8:54	3:28	5:56



CHANNEL "C" - OCTOBER (Continued)

Teleprompter PROGRAM	TOTAL TIME	REPEAT TIME	PRIME TIME
Fischer Aviation*	3:56	None	3:56
Jewish Dialogue*	4:51	1:27	2:26
The Plight of Soviet Jewry*	4:24	1:30	2:00
On The Case "Dick Kennard"*	10:55	3:58	4:00
Lincoln Square Community Council	2:00	None	2:00
The Ultra Violet Show*	5:50	1:57	3:53
Spotlight on Block Associations	4:21	1:27	1:27
Homosexual Renaissance	3:49	1:26	2:23
Harlems Better Business Bureau*	3:27	None	3:27
The Peter Abel Show*	3:27	None	3:27
The Weather & You*	3:28	None	3:28
Basia Hammerstein Show*	2:55	None	None
Harlem Residents Speak*	3:27	:29	3:27
Photography & You*	2:27	None	2:27
Black Community Profile*	6:01	None	3:37
United Federation of Teachers (PSA)	2:20	None	None
Exploring Post #417	8:30	5:00	4:30
Federation of West Side Block Association	1:58	None	None
St. Nicholas Tenants Council*	2:24	None	None
Operation Helping Hand	1:30	None	:30
The Julius Lester Show	1:58	None	None
TOTALS	246:52	87:55	123:54
*Programs Produced In Teleprompter Access Studio	114:20	30:39	

Programs Received From
Sterling Via Interconnect None

Forty-Two Total Programs
Twenty-Two - Teleprompter Studio
Three - Public Service Announcements

CHANNEL "D" - OCTOBER 1972

Teleprompter

PROGRAM	TOTAL - TIME	REPEAT TIME	PRIME TIME
Expose*	5:50		5:50
Schizophrenia Videotape*	6:41	3:53	6:41
Vietnam Veterans	11:54	9:55	11:54
Open Channel	22:20	16:30	22:20
Society For Afta Meher Baba	0:60		0:60
Cinema Forum*	3:40		3:40
Parlor Games*	0:57		0:57
Harlem Here It Is*	3:58		3:58
National Planning Assoc.*	2:59	1:59	2:59
Community News Reel	0:30		0:30
Cora Weiss & Dave Dellinger	0:60		0:60
N.Y. State Div. For Youth	0:30		0:30
Parents & Children*	0:60		0:60
TOTALS	62:10	32:17	62:19

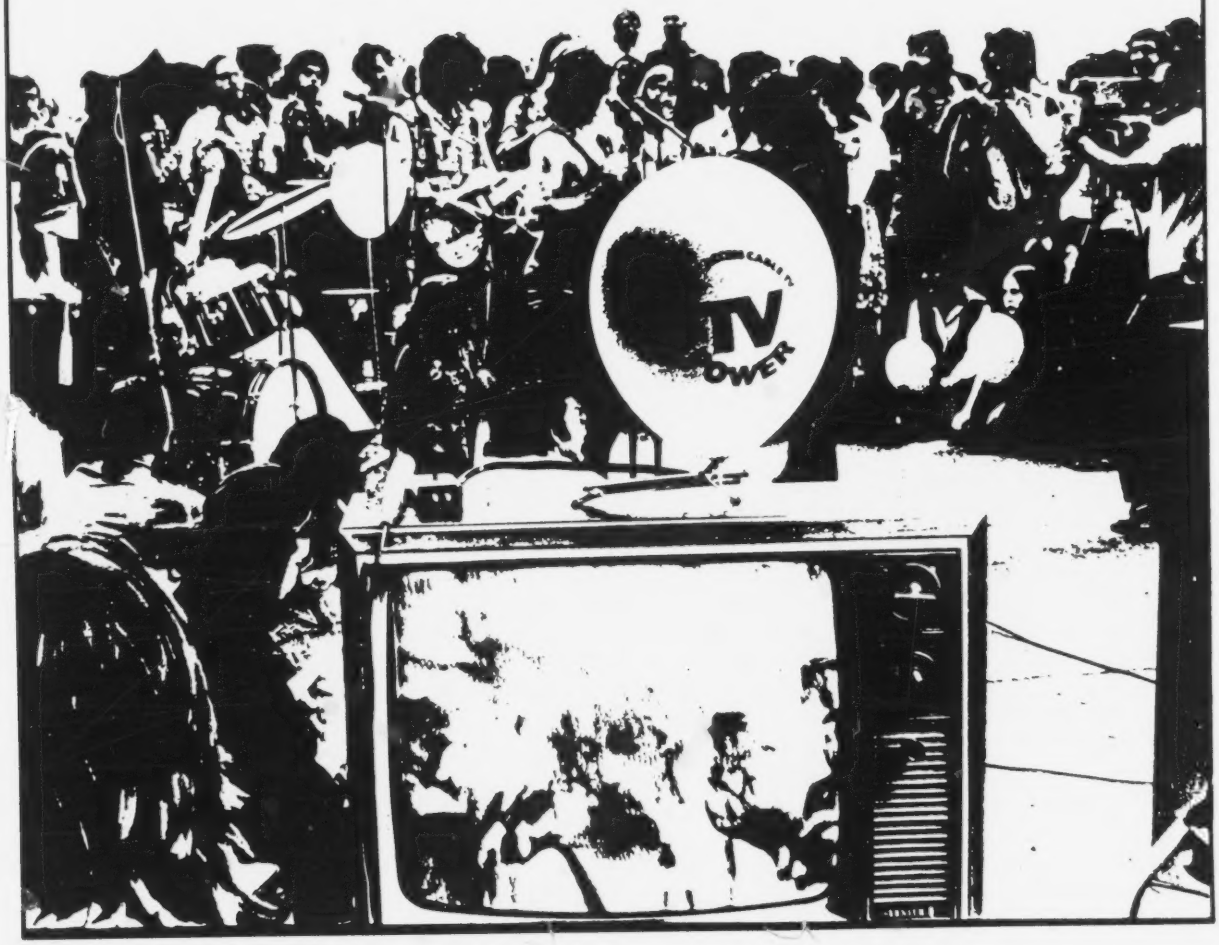
*Programs Produced In Teleprompter Access Studio	25:05	5:52

Programs Received From
Sterling Via Interconnect None

Thirteen Total Programs

Seven Teleprompter Access
Studio 1

Public Access Celebration



5. Design/Intention of the Public Access Celebration

A Focus for the Design of a Responsive Media System

Howard Gutstadt
Survival Arts Media

A Personal Overview

The Celebration was envisioned as a three day information generating process which would link the activities occurring in a network of viewing/access centers throughout Manhattan, creating a multi-media two-way public information system.

The design of the overall structure originated in cooperative planning sessions, generated by the interaction of many individuals, independent media resources; representatives of two cable systems, cultural, educational, and service insititutions, and members of specific communities. These planning sessions enabled us to continually re-define the design of the celebration by utilizing the constantly mushrooming resources of life energies and technological hardware.

A Survey of Public Access Celebration Media Components and Systems

1. Print Media: Specific promotional messages in city-wide and local newspapers. Invitational messages distributed through flyers for local viewing centers. Posters to inform the general public.

2. Radio: Public service announcements. Discussions and interviews on various radio programs. WRVR radio cable simulcast of live programs.

3. Portable 1/2 inch video systems, a vehicle for training and programming by the public participating in access center activities.

4. Large-scale closed circuit television systems interfaced with public access channels (Bellevue Hospital).

5. Two cable systems interconnected for simultaneous cablecasting on the public access channels C and D. Channel C was used to program the first year's retrospective of videotapes and films. Channel D was used for live programming and slide shows as well as tapes produced during the three days at public access viewing centers. Sterling-Manhattan Cable Company's commercial Channel 10 was used for in-studio, live programming. Live programming via microwave link from Central Park (utilizing mobile unit for origination) was cablecast on Teleprompter's commercial Channel 10.

6. Telephones were utilized for live, over-the-air viewer responses on Channel D and Channel 10 to disseminate information about Public Access to

viewers on both systems and to create a point to point net between viewing centers, company studios and cable subscriber audience.

■■■■■■■■

The overall aims of the Public Access Celebration were the following:

1. To promote public awareness and participation in programming the public access channels.

2. To facilitate interaction between independent media resources programming the public access channels.

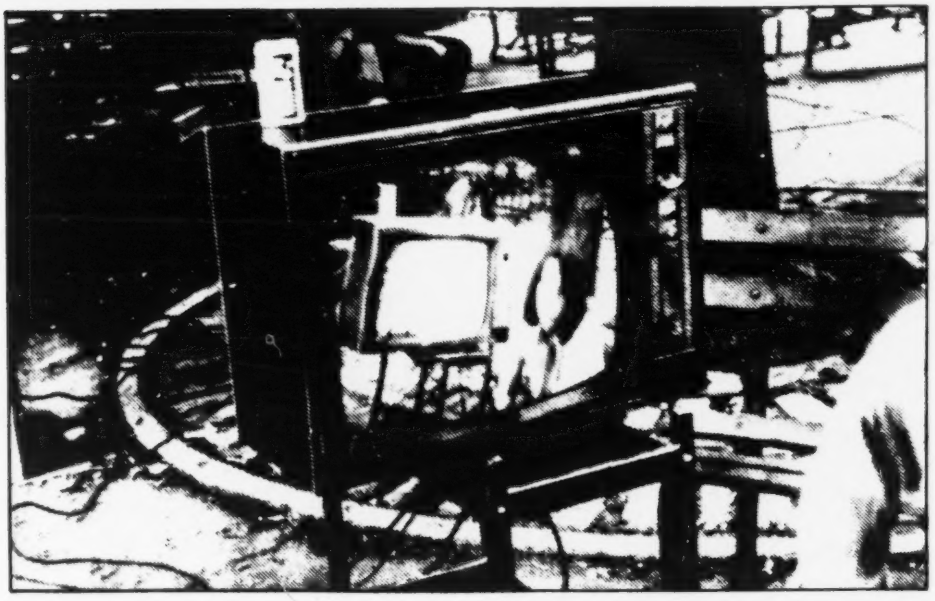
3. To foster awareness in cultural, educational, and service institutions of the potentials of communicating with their communities via closed-circuit video systems and/or the public access channels.

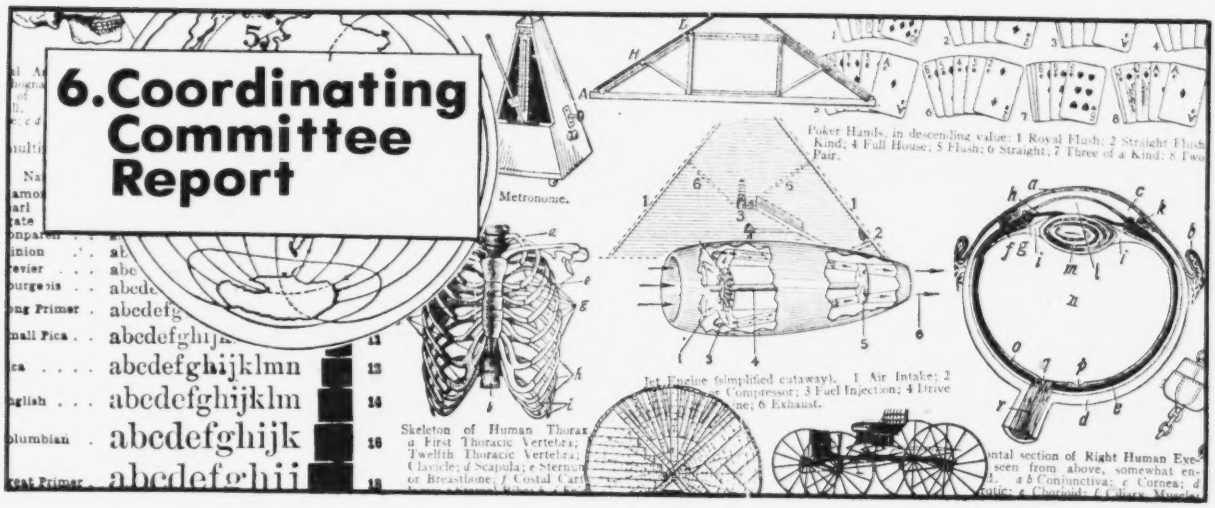
4. To help emerging communities define their information needs by participating in the public access experiment and to facilitate the participation of communities newly defined by information needs.

5. To create models for viewing/access centers.

6. To explore possibilities of directly involving cable subscribers and viewers in interactive television formats.

7. To explore possibilities of integrating various media into communications nets to create a flexible broad-based public access information system.




6.Coordinating Committee Report
Metronome.
Poker Hands, in descending value: 1 Royal Flush; 2 Straight Flush; 3 Four of a Kind; 4 Full House; 5 Flush; 6 Straight; 7 Three of a Kind; 8 Two Pair.
Skeleton of Human Thorax
Jet Engine (simplified cutaway). 1 Air Intake; 2 Compressor; 3 Fuel Injection; 4 Drive Line; 6 Exhaust.

by Charles I. Levine

The first week of June a meeting was arranged with Charlotte Schiff-Jones at Teleprompter"s 44th Street office. Charlotte was very enthusiastic about our plans for the three day event and within a short time she agreed to let us use office space at 44th Street and also make some funds available for the event (this became $1,000). A few days later we we met with Charlotte and Henry Pearson of Teleprompter and John Sanfratello of Sterling Manhatten at 44th Street. It turned out that Sterling was not going to participate to the same degree that Teleprompter would.

Meetings were now taking place on a daily basis and the job of putting on the event had begun to turn into full time work. Russ Connor of the New York State Council on the Arts, came to one of these meetings which were held at the People's Video Theater. He was favorably impressed and was instrumental in arranging for financial assistance which took the form of ten(10) lecture fees($1,500).

On June 16th, Howie Gutstadt and I started working at Teleprompter's 44th Street office; we were joined by Carol Anshien. The event had by now become designated by the Promotion Committee as the Public Access Celebration. A list of names and telephone numbers of all people involved with the PAC and their committee affiliations was typed up and included the telephone number which Teleprompter assigned us for coordinating information. We were given use of the Xerox machine and the above list was one of the many we ran off. Carol and I spent much time designing and drawing up a comprehensive flow chart to follow activities and viewing center requirements which proved unnecessary. More of our energies could have related to integrating the viewing center experience with live studio and Central Park programming.

Around June 20th, we met with Bob Blyer, Teleprompter's head of production. He outlined what Teleprompter was technically equipped to do and what they would try to do.

1. Institute the interconnect.

2. Put on live programming from a remote unit to go on Channel 10 from 1 to 5 P.M. on Friday and Saturday July 7th and 8th.

3. Put together a micro-wave hook-up for the above live programming.

4. Put in telephones for over-the-air studio call-in.

5. Clear up Teleprompter's schedule so it would not conflict with the Public Access Celebration.

6. Last, but by no means least, give us almost complete use of the studio facilities.

7. Promotion and Publicity for the Celebration

by Maxine Cohen

Publicity for the Celebration was approached on both mass and local levels. We tried to convey the concepts behind the Celebration and invite the public to participate.

Mass publicity was facilitated by TelePrompter's donation of the services of their ad agency, Uni-World. Press releases, public service announcements for broadcast T.V. and radio, and a large, color poster all consumed enormous amounts of time, energy, and concentration. Unfortunately, our attempt to gain mass coverage was unsuccessful. The opening of TelePrompter's Harlem Storefront access center coupled with a poorly timed press conference held by Open Channel, pre-empted any effective response on the part of the press.

Local publicity by the viewing center groups included ads in community and special-language newspapers, flyers, newsletters and radio announcements. Each viewing center was responsible for most of its own promotion. We were able to help by providing advice and funding to cover mailing and duplication costs. Leaflets for distribution at the viewing centers were designed by the PAC Promotion Committee to inform people that public access was an on-going process. Community video groups and their telephone numbers were listed in the leaflet to assist anyone interested in using the Public Channels after the Celebration.

Final Analysis:

Mass publicity was useful primarily for its credibility potential (If it's in the paper it's important). We now realize that the information about the structure of the Celebration was too complex to be effective in a mass medium. Independent local promotion facilitated public involvement because it related to the atmosphere and issues of each viewing center location. We feel that if more of our energies had been directed towards informing local communities we would have presented the Celebration in a manner more meaningful to the public.

8. Economic Report

The Public Access Celebration operated on a budget of $2,500. Since this event was made possible by energies and expertise donated by many individuals and communities, the following is not a realistic assessment of costs incurred by the Celebration.

Assets

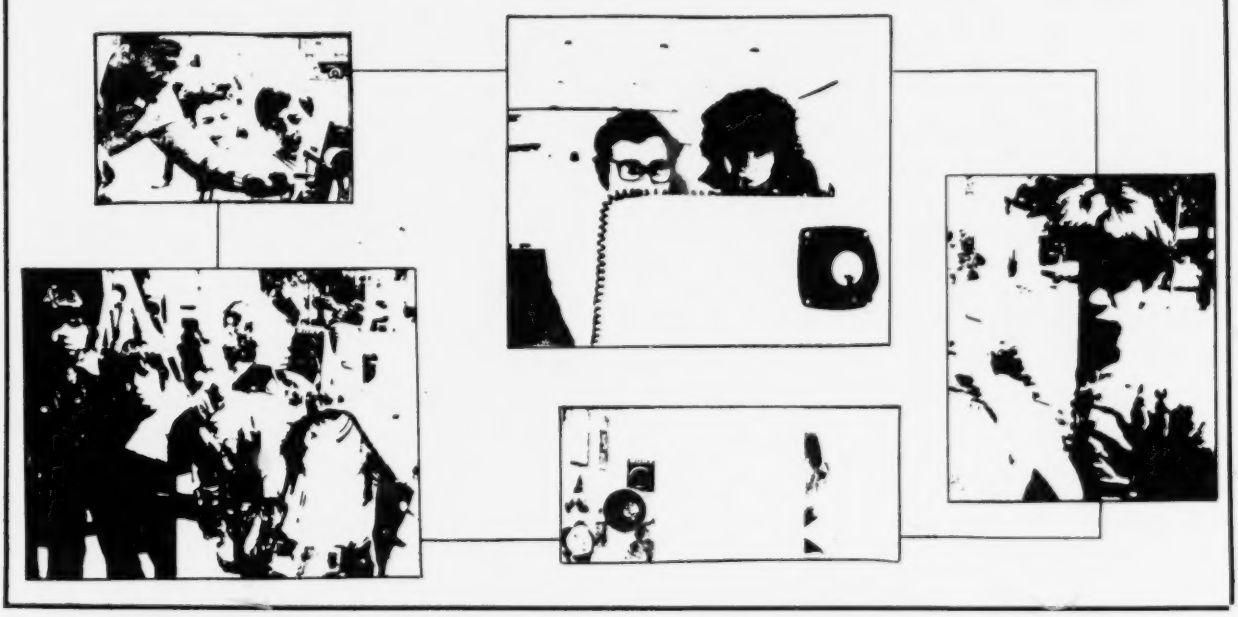
New York State Council on the Arts	$1,500
Teleprompter Corporation	$1,000
Total	$2,500

Expenses

Eighty (80) 1/2 inch videotapes:
(all viewing centers were supplied with four half-hour reels of tape)
Publicity: newspaper ads, flyers, 1,000 large, color posters, mailings
Renting of monitors for use at the access centers
Erection of dome at P.S. 20
Custodial services at various viewing centers
Helium balloons for Central Park and P.S. 20

We also had the use of one Ford van, a xerox machine, telephones, and office space, courtesy of Teleprompter.

9. Hardware and Software



by Steve Fuller

Cable Interconnect:

The Public Access Celebration marked the first time a cable interconnect had been used in Manhattan. The interconnect between Sterling and Teleprompter was an integral and essential component to the event. The interconnect system facilitated cablecast of programming over Public Access Channels C and D from Teleprompter's head end to the Sterling head end so that viewers in areas serviced by both companies could participate simultaneously in the Celebration. On the morning of July 6, the interconnect failed. By early afternoon, John Sanfratello had corrected the fault, at the Sterling head end; the interconnect was working and continued to work, although the quality of reception varied throughout the Celebration.

Viewing Centers:

The viewing centers had specific technical needs which included: (1) wiring the centers---arranging for cable drops, extensions, and splits for separate converter boxes; (2) power in the parks; (3) arranging for

equipment; (4) general technical help.

Equipment Pool:

The head of each center co-ordinated its equipment needs through me. In addition to arranging for drops, providing technical help, and some distribution of people and porta-paks, my main responsibility was to provide extra monitors (from Ace Sound Rental, $10/a monitor for the weekend). The distribution was set for July 5 but we had trucking problems which weren't settled until late afternoon.

Teleprompter and the New York Switchboard each provided a truck. The monitors were delivered on the morning and early afternoon of July 6. (Stu from Switchboard, Janice Cohen, Cynthia Grey and myself delivered them.) It was reassuring that most of the centers we went to were functioning. This was one of my few contacts with PAC viewing centers in operation during the Celebration. On Monday, July 10, Richard Milone and myself collected and returned the monitors.

Microwave and Porta Setup:

Perry Levine, a Teleprompter engineer, had put together a special two-camera SEG (Special Effects Generator) for use with live microwaving. There were considerable difficulties in microwaving from Central Park -- there was no line of sight. This problem was solved by microwaving to an apartment house on Central Park West then pushing the signal through a telephone line to the studio where it was cablecast. The signal was good. Bob Blyer of Teleprompter was largely responsible for this.

Giving and Receiving Information:

Like a jellyfish my time working on the Celebration was spent immersed in a sea of particles. It seemed that there were few hard copies of anything yet the amount of paper I had at the end of the project was two feet high. God knows the amount of verbal information. I had to simultaneously get and give information on my general situation and give particular information to the technical situation of others. I would like to report how we grew together as a group but it is very difficult to do so. I think the group feeling we produced was significant both for ourselves and as a demonstration of the possibilities of experimenting in decentralized video.

The true importance of the Public Access Celebration is that it was experimental and open and dealt one way or another, sometimes inadvertantly, with the known major problems in public access. In just being, and being the first of its kind, it went a long way to define the problems and possibilities of public access.

FOOTNOTE:

Everyone has experienced how hardware can limit software; Central Park was an experience where a sophisticated hardware system was unused. A number of reasons for this; (1) No planning in terms of software. There was no energy, intelligence, or imagination given to what could be done with a live remote, cablecast. The image received, while technologically perfect was practically a total negation of video; in particular, there was no attempt to create new video images, or to use the system for feedback. (2) Infatuation with hardware; or the If-You-Have-An-Atom-Bomb-You-Might-As-Well-Explode-It syndrome. (3) Union Camera Crew - The Cameras, Sound-Mix, and S.E.G. were controlled by the Union (Local No.3 Brotherhood of Electrical Workers). They were creating the images. Although it was another "first", it was not particularly memorable from a positive point of view. In all probability, given the situation, Central Park should not have been undertaken, but it would be good to remember for the future the reasons why it did not work.

by Arnold Klein

At the early public access meetings in May we spent much time discussing ideas and potential of live interactive feedback. Then, as planning began and progressed for the coming Public Access Celebration, various studio facilities were made available by the two cable companies, and arrangements setup to use them for pr gramming and communications operations. But these areas had physical space limitations.

Seeking an innovative approach to video access, I turned to the possibility of coordinating a "live" outdoor viewing center in Central Park.

Teleprompter had microwave equipment available and expressed interest in commiting their technicians and resources for two live telecasts on Friday and Saturday afternoons, July 7 and 8 - five hours each - from 12 Noon to 5 P.M.

A location at Bethesda Fountain in the middle of Central Park near 72nd Street was selected with the major technical requirement being line-of-sight transmission to Teleprompter's cable head-end.

Shortly , we received word from the Teleprompter engineering department that direct line-of-sight from Bethesda Fountain to their studio at 179th Street and St. Nicholas Avenue was impossible due to their location on the opposite side of upper Manhattan, with many tall buildings blocking the line-of-sight path. I then suggested an alternate route: Why not beam up to the top of a nearby building on 59th Street and with a second relay hop over to the head-end?

This necessitated two sets of microwave transmitting-receiving antennas and electronics. Anyway, Teleprompter called back with a variation of the plan. They managed line-of-sight clearance from Bethesda Fountain to the top of the Beresford Building on Central Park West. From there the program signal would be sent North along telephone company lines to their head-end for distribution into the Teleprompter cable system on Channel 10.

Other areas to be dealt with included permits, programming and production logistics related to the way in which we conceived of Central Park as a large integrated viewing/access/origination center able to program live in "real time," to an audience at home, in the park or at the other viewing centers.

A major difficulty we encountered two days before the telecasts, was the result of a bureaucratic bungle with the city Parks Department. They refused to grant a permit for public access activities at Bethesda Fountain, yet Teleprompter through a separate procedure. had obtained a special Television permit to put their microwave transmitter and cameras at the Fountain. Okay for equipment, but no performers. Seems that this type of event had never been done before and officials were very uncertain about it. For example, instead of using the Bethesda Fountain area they suggested that we move to a location at the Boat House on the Lake. For technical reasons this was rejected and with further negotiations, phone calls, and with help from Ben Paterson, Director of Programs for the Department of Cultural Affairs, we compromised on the Central Park Mall area adjoining Bethesda Fountain.

A two-land road separated the Mall from the Fountain and there was a large restaurant with kitchens directly underneath the road, so I recommended to the TPT engineering crew: Maintain line-of-sight microwave at Bethesda Fountain, and cable through the restaurant under the road and up to the Mall on the other side where the cameras and portable video switcher unit could be setup. This alternative to original plans as required by the permits enabled cablecast to happen

In addition to video facilities, a special telephone was connected to the microwave truck at Bethesda Fountain to provide audio communications with our staff at the Teleprompter studio and head-end at 179th Street. This line or others could have been used for live phone-in feedback TO Central Park, given more planning time. However, I did use the phone to request that the telecasts be recorded on 1" tape by Teleprompter technicians at the studio. The recording was done only to be erased a week after the Celebration without our knowledge. My direct and specific request to hold the tapes, made in person at 179th Street was forgotten.

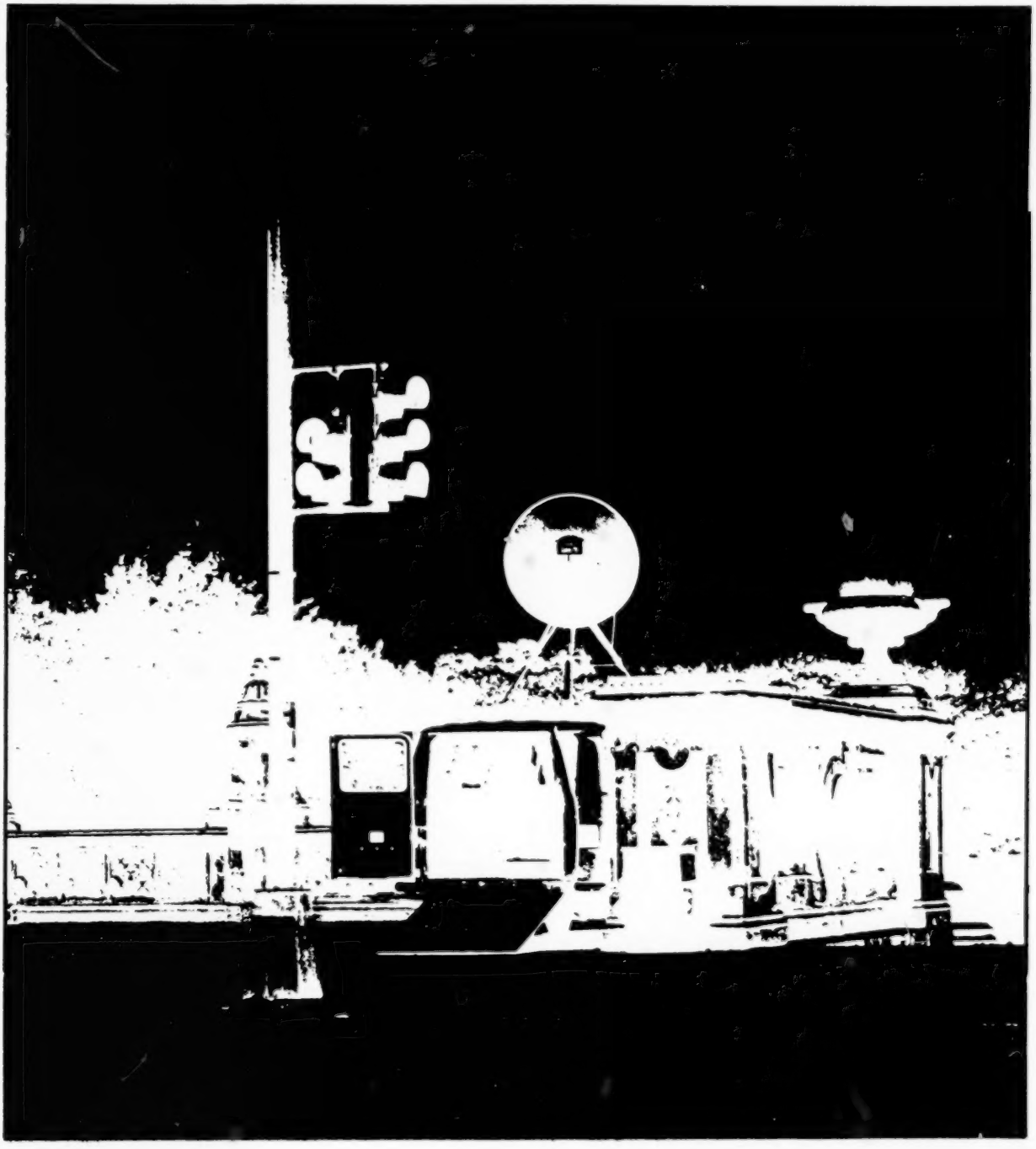
Conceived of as an organic event with scheduled programming and spontaneous feedback we aimed at a kinetic production relationship between Public Access Celebration staff, the Teleprompter crew, the performing artists and the public. This proved difficult as the Teleprompter people were conditioned to traditional styles of television production. They were somewhat hostile to a more freeform technique and requests for them to take their "portapak cameras off tripods" were at first ignored. But, slowly they recognized the need to be flexible and try to interface with the video environment.

As for programming, groups and individuals were given time on a first come, first served basis. With people seeing posters and calling up for information on live participation, we related to them by reserving time periods for their use. Some of the artists included Manna House - a community arts workshop, Good Company dancers, Sonia Moore Center for Simslowski Theatre doing a play - "The Crucible," Flash Dynamics latin rock musicians, etc.

Now for a wider perspective. As a large scale pilot project we combined two separate and distinctively different production organizations of varying experience and competence with public access people handling the staging and responsible for content and overall direction while Teleprompter provided

cameramen, portable switcher, microwave truck, etc.

The direct integration of corporate and community resources was a model for applying technology in new ways to serve specific community informational needs. In this case, artists were given free-open access to a major informational system in New York City. And given more time for pre-production planning, various electrical-technical problems would have been minimized, and audience levels and involvement could have increased with a correspondingly greater cross-section of participating artists, organizations and individuals.



10. Reality of the Public Access Celebration

INTRODUCTION TO VIEWING CENTER REPORTS

Viewing Centers during the Public Access Celebration were set up to give people unfamiliar with public access cable channels an opportunity to see "a wide variety of programming and let them share in the creative experience of making their own TV programs." Also, people who had cable tv and had been watching would have an opportunity to respond. What happened at each viewing center, what type of programming was done, and how much community involvement there was depended upon the efforts of the individual centers. The following reports reflect the expectations and actual experiences in eight (of the 18) different centers.

NOTE: See list of participants for locations of viewing centers. Most viewing centers were in the Teleprompter area. Others had been planned (for Sheridan Square, Union Square and Jefferson Market Library) in the Sterling/Manhattan area but due to internal management differences these drops assured well in advance did not materialize.

179th Street Teleprompter Studio

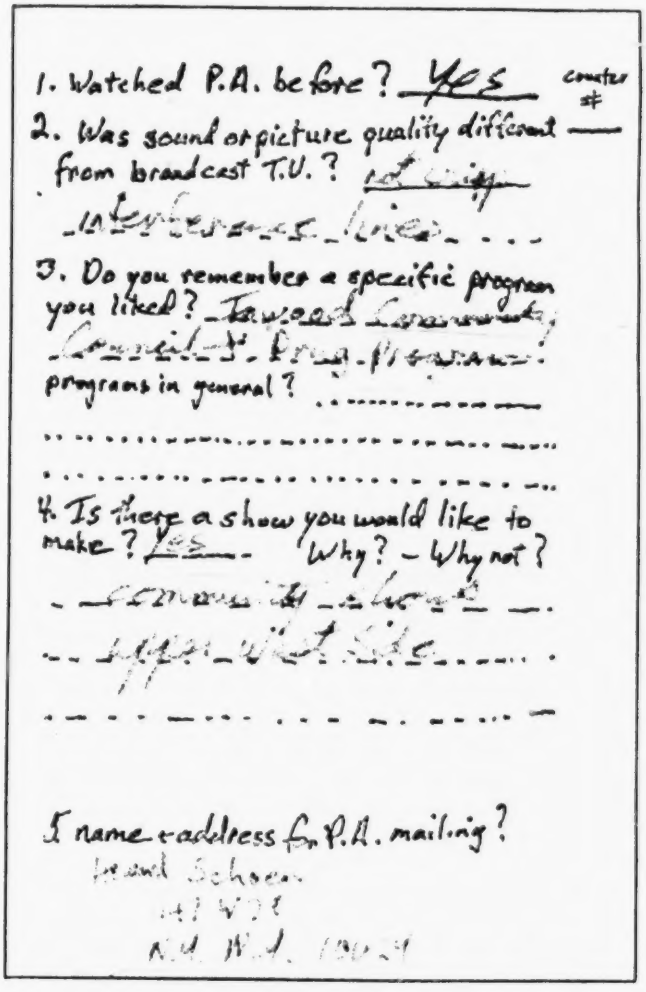
by
Carol Anshien
Charles Levine
Richard Skidmore

The focus of our efforts at Teleprompter's head-end studio was the production of "live" interactive programming. The studio's second major function was as a communications center for both the cable public and the Public Access Celebration group. We were also occupied with assembling the retrospective tapes, logging them, receiving the feedback tapes from viewing centers, doing voice-overs to identify PAC, receiving phone calls from the public and relaying information. There was a full-time staff of three and a changing number of volunteers. Besides 1/2-inch and 1-inch videotape decks, we had access to equipment for cablecast of slides and 16mm film.

To encourage active viewer participation, three "on-the-air" telephones were installed by Teleprompter and the New York Telephone Company at our request. Three call-in telephone numbers were publicized over the cable by slides reading: "Public Access Celebration -- Let Yourself Be Heard." Cassette recorders with phone pickups were used whenever necessary for later cablecast of telephoned audio information. A call from a man at the Washington Square Village viewing center is an example of the audio recording's effectiveness. At the Museum of Modern Art he had been handed a leaflet detailing the reasons for an on-going security guard strike (Local 32B). They said they felt "Rockefeller" was suppressing most news coverage of the strike. Because the caller was aware of PAC, he offered to read their leaflet and explain their position over the cable. The audio tape of his call was played with slide visuals and was discussed in a live studio segment. Viewing center locations, where to get equipment after the Public Access Celebration, explanations of Public Access, when specific feedback tapes were to be shown, were some of the other types of information delivered by phone.

For example: a caller from the Stryker's Bay Housing Committee requesting more coverage and publicity for a local housing problem was directed to contact the viewing center in that area -- St. Matthew's and St. Timothy's Church -- set up by the West Side Video Alliance. A half-hour tape was produced with them and shown over Channel D.

Realizing that any information about Public Access "viewership" was valuable, this phone questionaire was used:


1. Watched P.A. before? Yes — center #
2. Was sound or picture quality different from broadcast T.V.?
3. Do you remember a specific program you liked?
programs in general?
4. Is there a show you would like to make? Yes — Why? — Why not?
5 name + address for P.A. mailing?

By dealing with the callers' needs, then asking information of them, an exchange took place. About one-fifth of all the calls were documented. Of the 43 we have,

it is obvious that the majority of callers were interested in information relating to community, health, and education. A good rough estimate of total calls would be between one hundred fifty and two hundred.

The mechanism providing for PAC's internal information and coordinating needs was an on-the-cable "readout" request for phone calls from viewing center staff. This proved limited because the diverse functions at the viewing center made it difficult for those responsible to watch the cable. Visitors to the centers rarely responded because their interest was in the equipment or in what was happening.

Approximately half of the "live" studio participants were invited before the event. The New York State Council on the Arts sent out a mailing to its constituency of artists, musicians, film, and video groups, etc., and PAC invited groups and individuals as well. Live cable time was, therefore, a mechanism for the integration of the Public Access Celebration with other on-going activities and events, for example, the local N.Y. Jazz Festival which was an event countering the larger Newport in New York activities.

The remaining percentage of studio participants came because they responded to invitations from people on-camera; read printed material; received information at the viewing centers; or were informed of the possibility when they telephoned.

The two or more hours live each night were extremely varied. Each individual specified his or her format. Global and local issues were discussed, performers of all types entertained, and each segment contained viewer phone-in feedback including questions and discussions as to what PAC and Public Access meant. Some "live" studio visitors included: a computer music composer, two reporters from Community Newsreel, a dentist with a proposed plan for solving the city's race problems, and a conceptual poet.

Since the Public Access Celebration coincided with preparations for the Democratic National Convention, we arranged for a phone-in from the Miami Alternate Media Project and received a twenty minute report. On July 8th, the last day of the Public Access Celebration, an edited tape of the events in Miami arrived at the studio. It was seen as the final feedback tape of the Celebration. We also played a tape received from Stockholm about the on-going U.N. Conference on the Environment. WRVR-FM Radio participated in a half-hour simulcast of a discussion about viewing centers and their purpose in different communities.

Also, the office/reception room adjacent to the studio became a viewing center as friends of the studio participants gathered. Discussions there catalyzed people and topics for several programs. The spontaneous approach to programming adversely affected Teleprompter's union technicians. Their concern was for "broadcast quality," and this was extended beyond the electronic definition to include the style and content of presentation. It was difficult to convince the technicians to experiment with different studio setups. Limitations were due to the technical necessities of the larger cameras in a restrictive studio and complex audio hook-ups.

The following two examples illustrate how the position of moral censor has been irresponsibly delegated to the technical staff, by the cable company. A woman's gynecological examination tape was brought to the studio during the Celebration. The technicians watched it twice but played only the first five minutes over Channel D. Also, one of the crew said candidly, "We throw a slide on over any part of a tape that would be, you know, objectionable."

New York City Libraries

by Emma Cohn

Through our contact with the Media Equipment Resource Center, the Library was in on the very earliest planning sessions for the Public Access Celebration. As an institution, we offered certain strengths: recognition of the importance of this event, expertise with publicity techniques, and plentiful space for viewing centers. The Inwood, Washington Heights, and Countee Cullen branches, where staff members had already expressed interest in cable, were wired by Teleprompter under the terms of the franchise providing free hook-ups to public service institutions.

At the Inwood Library, for example, Young Adult Specialist Mary Brown was in charge of the viewing center, with full cooperation from the staff. Teleprompter installed four permanent cable drop- inthe Children's Room, Young Adult Collection, Adult Reading Room, and basement auditorium. Three television sets were used during the celebration: one in the Adult Reading Room, and two in the basement auditorium. One of the television sets used in the auditorium was already at the branch because of its participation in the EVR experiment. The second was a rented set furnished for the occasion by the Public Access Celebration at no charge to the library. The third set, used in the Adult Reading Room during the two days, was contributed for the occasion by Mrs. Canozer, Assistant Branch Librarian, who brought her own television set. Joel Gold of the Alternate Media Center of New York University came with portapak equipment to demonstrate to the public during the two days. It was possible for the interested public to see programs scheduled on Channels C and D in the Adult Reading Room and in the basement and to actually make tapes with the assistance of the staff. Danny Durocher and Michael Wynne, members of the Inwood Teen-Age Videotape Workshop demonstrated the equipment and helped the public. The help, interest, and concern of the Alternate Media staff and the young workshop members were invaluable to the success of the celebration. Tapes were made on location at the Inwood Youth Club on Sherman Avenue and in the Inwood Children's Room. A Children's Room program was organized with the Children's Librarian, Miss Eakins. Both of these tapes were brought to the Teleprompter studio at seven o'clock on Friday night and were broadcast over Channel D on Saturday afternoon, July 8.

Washington Height's viewing center was staffed by Marilyn Whiting, Information Assistant, again with enthusiastic staff cooperation, and Laura Gross came from Alternate Media Center with 1/2 inch Sony portapak equipment. The Public Access Celebration furnished one television set and Marilyn Whiting brought her own. Exceptionally interesting tapes were made of a visiting family of gospel singers who happened to be taking out vacation books, a local saxophonist, and many entertaining children. Laura Gross went out in the neighborhood with the videotape equipment and did a tape at Reality House, a neighborhood drug addiction rehabilitation center. During this time one of the television sets was available for viewing of the special program schedules on Channels C and D. This viewing center took its tapes made on Thursday to Teleprompter and they were broadcast on Friday afternoon on Channels C and D. At Washington Heights and Inwood there was particular interest in the fact that Alternate Media Center is going to open a permanent branch at which video-tape equipment will be available to groups.

Alice Adamczyk, assistant branch librarian, was in charge of the auditorium viewing center at the Countee

Cullen Library, which functioned well with the branch television set and two additional sets provided by the Public Access group. Members of the public saw incoming programs on Channels C and D, and, as at the other centers, had many questions answered about public access. Unfortunately, no videotape recording equipment was available here.

What the Library Gained Through the Public Access Celebration:

1. Increased familiarity of staff with use of videotape recording equipment.
2. Increased knowledge of staff about public access, its goals, and potential relationship to the Library's programming.
3. Eight of the Library's own tapes were shown on cable.
4. Three permanent viewing centers now exist, Countee Cullen, Inwood, and Washington Heights.

Perhaps what the experience with the Public Access Celebration made us realize most is that the branches of our library can involve and respond to their communities.

P.S. 20

by Susan Milano

The viewing center at P.S. 20 was staffed by groups and individuals who are working in video in and around the Lower East Side. Equipment was borrowed from Downtown Community Video, Video Rivington, Henry Street Settlement, University Settlement, and the Quaker Project. Lynda Myer and Sandy Isler helped to bring together as many local groups as possible. I brought my own portapak and introduced myself to people from the aforementioned groups, most of whom had attended organizational meetings when the Celebration was in the planning stage.

Although these individuals had never worked together in this capacity before, a strong sense of cooperation prevailed. Several people belonging to a commune named Charas spent the first morning building a geodesic dome that housed some equipment and many people, and was a delight for children who insisted on hanging from the structure as if it were giant monkey bars.

Most of the people who came to the viewing center at P.S. 20 happened upon it accidently since there is no access to cable television on the Lower East Side. The most popular activity was live feedback, which enabled people to see themselves and their friends hanging out, making music, and talking on television. Many young people were curious about the use of half-inch video equipment and took great pleasure in operating the cameras and portapaks. Inevitably questions arose as to what all this activity meant and what cable was, and I was amazed that most of the people had little or no knowledge of CATV or of the fact that they could put their own programs on for others to see.

On the second day of the celebration, tapes that had been made the previous day were cablecast over Channel C. At P.S. 20, an important discussion was taped between two members of the new local school board about current problems within community schools. Of course, the people to whom this was most relevant could see and hear this particular tape only if they had cable, all of which tended to reinforce my own feeling that some of the people who <u>need</u> CATV the most will be the last to get it and that, in fact, something which for many people has simply been a luxury could be more importantly used as a survival tool by the people who, to this time, have had no direct self-determining voice.*

*NOTE: See paragraphs concerning P.S. 20 in the New York Times review of the Public Access Celebration, July 7, 1972.

Bellevue Hospital

by Ben Levine Survival Arts Media

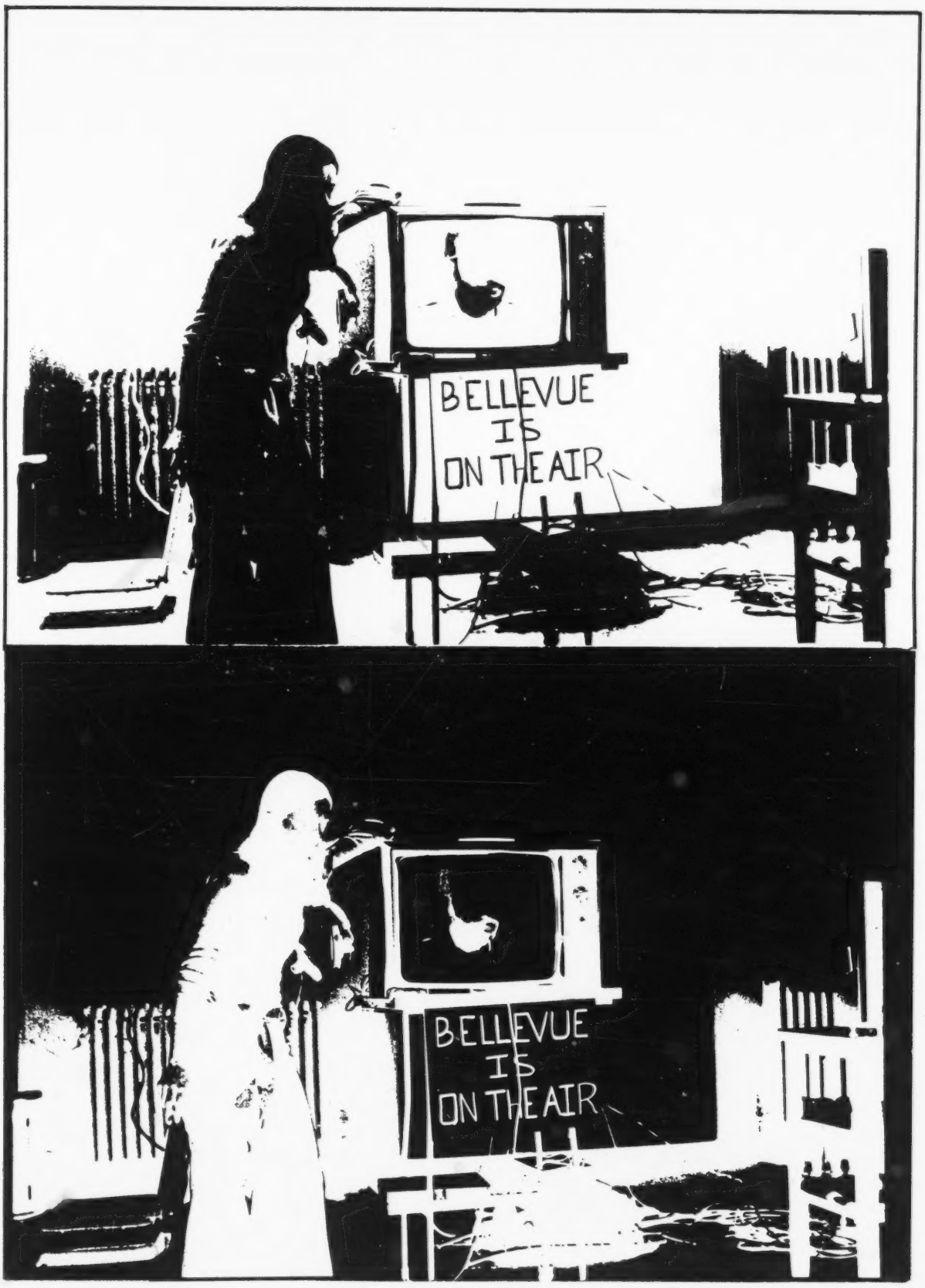
As an extension of our commitment, for the past year, in generating community health information, Survival Arts Media chose to work with Bellevue Hospital for the Public Access Celebration. We wanted to create a viewing center, utilizing Bellevue's extensive cable system (over seventy drops in day rooms, wards, and waiting areas), that would serve as a focal point initiating a dialogue between the hospital and its community.

Taping took place over the entire three-day celebration period. At the outset we evaluated the link-up to ensure that it was working properly and that staff and patients knew how to tune the cable converter. We set up two monitors in the main lobby, one for public access programs, the other for live feedback delivery from hospital staff, patients, and visitors, via a 1/2 inch portapak; a mobile video crew made tapes in different parts of the hospital, such as the male chest ward and the pediatrics project. Hospital workers and community people were interviewed about hospital services and their relationship to the community. These tapes were simultaneously played in the viewing center and throughout the entire hospital over public access channels.

By taping in different parts of the hospital, a more unified view of the overall structure of the hospital was created. Live feedback taping of responses to tapes shown in the viewing center provided the context and actualization for dialogue to take place between staff, administration, patients, and community. The issues which generally predominated these dialogues were (1) the need to clarify the patient's and the patient's family's understanding of hospital procedures and treatment processes, and (2) the relationship between non-professional and professional staff members within the organizational complexities of the hospital.

The experience of a male patient in the chest ward clearly illustrates how effectively the integration of dialogue and feedback response was utilized during the celebration: the patient participated in a tape made on the ward during the first day of the event and saw himself on the tape when it was shown on public access Channel D the following day. When the patient tuned in on the live programming on Channel 10 (see report on programming), he decided to call in and tell other viewers of his experiences at Bellevue--all this from a man who had been confined to a hospital bed for more than a year.

Considering the implications of the Bellevue viewing center experience, we feel that such a model could be used to raise the level of health care. However, innovations in dispensing health information to the community through cable systems will have only limited effect in improving health delivery services unless there is full, integrated support from both the health provider and the community to maximize access to these systems. Meaningful access to these systems will enable the community to use this resource to redefine at all levels the nature of health care and will make health information more usable.


BELLEVUE
IS
ON THE AIR
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ON THE AIR

West Side Women's Center

Report on the Public Access Celebration

As a Women's Video Collective with a basically feminist orientation we would like our report on the Celebration to reflect our beliefs. Therefore in line with the women's movement's emphasis on sharing, on individual consciousness raising and on working as a group with minimal or revolving leadership organization, each woman who worked on the Celebration is submitting her own report -- reflecting her own perceptions of the project and what she gained from working on it.

by Sally Campbell

Our approach to the Public Access Celebration as a women's group was to ensure that tapes made by and for women would be included in the programming and that women would have a viewing center specifically geared to presenting these tapes.

As preparation for the celebration our efforts centered on obtaining and organizing women's tapes, setting up the West Side Women's Center as a viewing center, and publicizing the event.

A flier was designed by a member of our group for publicity and sent out to over 300 women's groups and individuals in the city inviting them to watch the Public Access Celebration with us.

I was at the center on Thursday afternoon. Several of the women who were there at that time were women who had heard about the event through our publicity at the other women's centers. Included among this group were two women from London who are active in the movement there. Naturally many of the tapes provoked discussions of women's issues. The tape which evoked the greatest response was one called "Tattoo", which was not only visually fascinating, but also dealt with the philosophy of the tattooist and the psychology of the men and women being tattooed.

We believe that setting up a viewing center geared to a specific interest group such as our own has tremendous value in building an audience for videotape. Many of the women who came to the center were not interested in videotape per se but in the substantive content of the programs. Most of these women would not have participated in a video event, but through the West Side Women's Center their interest in and knowledge about both videotape and public access television has grown.

The Women's Center has continued as a viewing/access center since the Celebration.

Liz Sweetnam

My own involvement with the Public Access Celebration began at almost the same time as my involvement with Video in general. And it consisted primarily in attending some of the origional organizational meetings, where I went through a number of changes.

I came away with many positive feelings, primarily that I - a book-ridden academic - could conceivably become as competent as anyone else with the mysteries of technology. And perhaps more important I began to grasp the possibilities for liberating some of the political prisoners of this society, the example that came to my mind immediately was the armies of housewives across the nation ,(and not just by publicizing Public Access and actually getting people to watch it, but by some real feedback - getting them to make their own tapes as a response to ones programs. It seems to me that if radio phone-in shows and TV programs where regular people, e.g., workers and housewives, sit there and talk back to people, can become so popular, surely the same thing can be done with video.)

SOME QUESTIONS

---------- did the people who put programs on Public Access during the year really learn very much about who their actual audience is?

---------- instead of setting up a viewing center at a certain location and making people come there, could we get into mobile viewing centers and take them where the people are - the rent control groups, the senior citizens homes, the hospitals, the women's groups?

---------- is there any way to get the cameras out of the hands of the union? They are not only totally white, male, bourgeois, etc.,but seemingly without an ounce of creativity or ability to boot.

by Vandra Thorburn

So there I was with this camera in my hand. Never thought I'd be there holding a camera, feeling its weight on my arm, flexing my first finger on the trigger--shoot, shoot, I cries, eye caught in the chamber of a Sony AV 3400.

Funny place it was too: not your Hollywood setting with zoom-booms and a million lamps, trolleys whirring round the stars and cardboard sets, with Sam Goldwyn calling through his megaphone "Zoom in on Clarke, Harry."; nor was it your family affair with its members vieing for the roving eye. Just a very ordinary unpretentious basement it was, with two 29 inch TV sets at either end of the room surrounded by wires and cables drapped to the walls and floors.

The TV spluttered faces, facts and fiction while me and my camera collected a view of the room.

Red: Shades develop across the frame...too dark! Turn the light adjuster. Object expands... clear, clearer...its the cat asleep. Watch.... Watch it asleep ...little cat asleep on the bed, through my lens, you look dead. "Psst, cat! Move."

Cat won't move, so you win some, you lose some.

TV's on, that's moving. So I tape a TV set, is that new?

Pan a wall: Poster - WOMEN'S ABORTION APPEAL if interested sign below. CONSCIENCE RAISING sign below. HELP NEEDED FOR DAY CARE CENTER SIGN BELOW.

Below: Cardboard box full of polythene bags of sunflower seeds.

Cut:

Two women arrive. We rap and watch some TV. A's a therapist with some ideas of the limitations of group therapy; B's interested and wants to know more.

Hold it.

We thread the tape on the portapak, clean the heads of the drum, view the room for the best light, find a good poster for the wall and begin an informal interview, which incidently was being taped. Three eyes watch a conversation, that's not so difficult.

Now I don't want to give the impression that everything was very hunky doory and that anyone can fool around with 1000 dollars of equipment and not make a few minor slips. Holding that camera for any length of time can become most painful on the arms (not to mention keeping one eye closed for more than 10 seconds) and its not always easy to keep a smooth steady shot of the subject. Following a conversation gives plenty of scope to the jumpy-pannist. Nevertheless, it was all fun 'n games, amusing, entertaining, and for a little bit of intellectual stimulation we actually learned something about ourselves, 'cos you better believe that seeing oneself on the ol' glub-tube for the first time can be most revealing.

St. Mathews and St. Timothy's Church

by Stephanie Palewski

The members of the West Side Video Alliance were excited by the project because (1) it was the first time we could really operate as a collective; (2) we saw it bringing together local groups to let them know about video as a tool for community organizing; and (3) we would also be in contact with video groups in the New York City area.

We immediately became concerned with location, drops, equipment, mailings, groups, etc., and Alliance members were assigned various tasks to accommodate our needs. Tom Bigornia was elected supervisor of our viewing center, Sally Campbell was put in

charge of publicity, and Stephanie Palewski became coordinator of "live" activity that would be taped at the viewing center. Everyone else in the group would help these three people.

The basic structure of setting up the viewing center was handled in a considerably smooth manner. Churches and schools in our neighborhood were visited, the concept of the event was explained, and we asked if the facilities could be used as our viewing center. Our first choice was St. Gregory's Church located at 90th Street and Amsterdam Avenue. We arranged for Teleprompter to install a drop at that location, but they informed us that it would be impossible, so our site was changed to St. Matthew's and St. Timothy's Church at 26 West 84th Street. The building was new, the priest was cooperative, and there was an adequate room in the basement that had an ample amount of space, movable chairs, a portable stage, a piano, and Teleprompter had merely to install an extension. The church was prepared to help us and only asked in return that we pay the custodian who would help us throughout the celebration.

*Sally put together leaflets and flyers explaining the function of the celebration and sent out invitations to approximately 150 groups and organizers on the West Side and also contacted local newspapers to spread word of the event. Postering, putting up flyers, and handing out leaflets was also a major activity shared by everyone in the group.

Stephanie spent a week telephoning about 100 groups, entertainers, artists, politicians, etc., in the neighbornood and set up a time schedule at the event when each group or individual could be taped.

The center was to be open from five to eleven P.M. on Thursday and Friday, and noon to five P.M. on Saturday. The cable extension had been installed and we received two monitors from the Public Access Committee, which were checked the day before and proved to be in working order. We were to use the Alliance's 3400 Sony rig [portapak] and we were also lent a 3600 [deck] from a community contact.

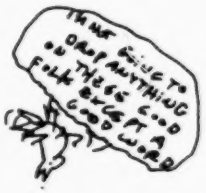
A group of leaflets had been dropped off down the street at Phoenix House, so on the first night, a group of teenagers constituted the bulk of the audience, along with friends of the group who were being taped. The next evening, Friday, ... some people who had been taped on Thursday showed up to watch themselves on Channel D, which was the station for live feedback. Four of the tapes from the night before were run up to Teleprompter's originating office at 179th Street, and all four were programmed for Friday evening viewing.

Again, Saturday at noon things began to happen. Late in the afternoon a crowd gathered to watch the feedback from our viewing center on Channel D.

At the meeting of the West Side Video Alliance that followed the event, we discussed the Celebration. Everyone talked about the high level of energy that was built around creating this activity. We discussed the possibility of establishing permanent viewing centers in the community and establishing ongoing relationships with the participants in the event. Since then we have set up a schedule of time when the twenty-one tapes that were shot would be open to the groups involved as well as public viewing. We also decided to try to show these tapes on public access TV by securing a half-hour timeslot for the group once a week.

*"I think that everyone who was involved in our viewing center feels that the center worked as well as it did because we put so great an emphasis on bringing groups into the center." Sally Campbell.

PUBLIC ACCESS CELEBRATION



JOIN US
And Your Local Celebrities
To Watch Cable Programming
To Make Your Own Videotapes
To Meet Your West Side Neighbors

AT

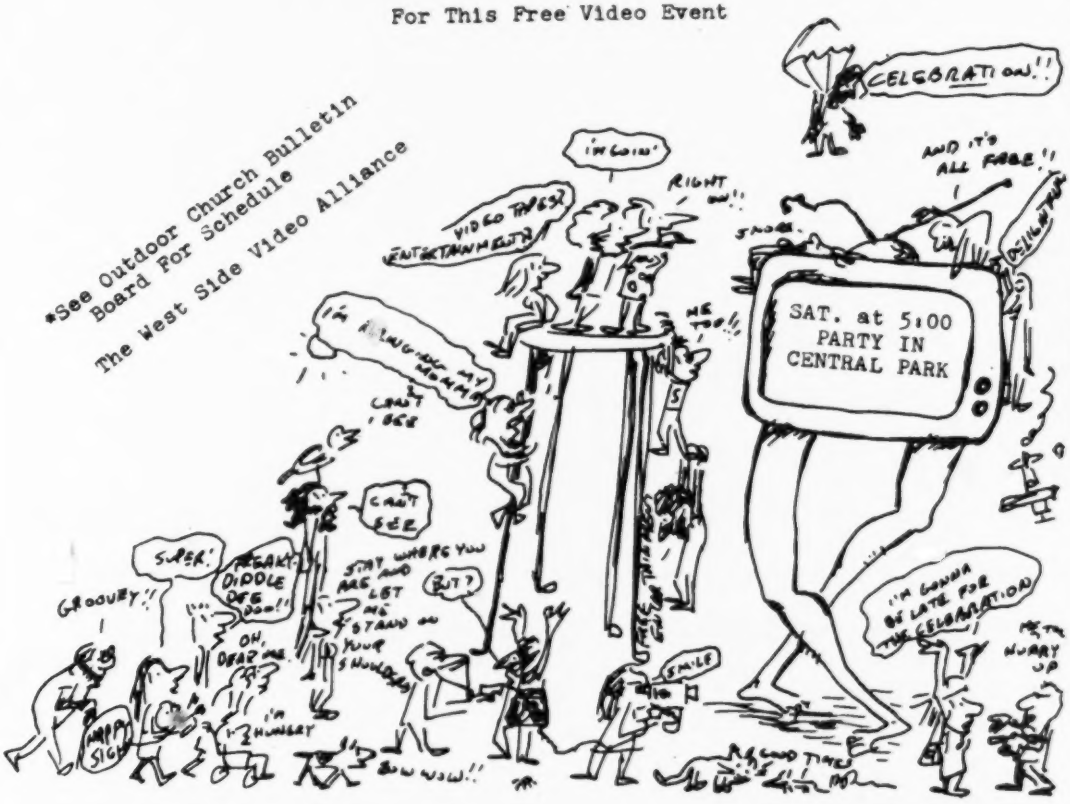
ST. MATTHEW'S AND ST. TIMOTHY'S CHURCH*
26 WEST 84TH STREET

Thurs., 7/6 5P.M.-Midnight
Fri., 7/7 5P.M.-Midnight
Sat., 7/8 12P.M.-5P.M.

For This Free Video Event

*See Outdoor Church Bulletin Board For Schedule

The West Side Video Alliance



PUBLIC ACCESS **CELEBRATION** THURSDAY JULY 6 → 5P.M.-Midnight
FRIDAY 7 → 5P.M.-Midnight
SATURDAY 8 → 12P.M.-5P.M.
ST. MATTHEWS AND ST. TIMOTHY'S CHURCH
26 W 84th Street

TAPINGS DURING PUBLIC ACCESS CELEBRATION, JULY 6,7,&8, 1972
WEST SIDE VIDEO-ST. MATTHEW'S & ST. TIMOTHY'S VIEWING CENTER

Integral Yoga Society, (30 min.) lecture, music, & demonstration

Center for Change, (60 min.) therapy group demonstration (ERASED)

Betty Friedan Interview, (30 min.) "Human Politics on the West Side"

Greenhouse Food Co-op, (20 min.) discussion with organic food co-op

Get High with Frank and Guy, (25 min.) Marijuana rap

Upper West Side Air Pollution Campaign Skits, (20 min.) lecture & skits

Reverand Kirkpatrick Sings, (30 min.)

NYCLU - Escaping the Draft Trap, (15 min.) Lecture

Labor Committee - "Working People's Struggle," (30 min.)

Central Park Gardens Tenants Group, (30 min.) complaints about exorbitant rent increases in Mitchell-Lama Housing.

Consuelo Reyes "Single Women Raising Families",(30 min.)

David Krouse, Folk Singer, (20 min.)

El Comite, "Political Prisoners" (30 min.) Discussion by 5 women of El Comite

Eunice, Folk Singer, (15 min.)

Beverly Grant, (25 min.) women's rights folk singer

Free Learning Exchange,(30 min.) free school discussion

Edna Golansky, Classical Pianist, (20 min.) piano recital

Revolving Doors - Rock group composed of teenagers from free high school (30 min.)

St. Matthews & St. Timothy's Dance and Drama Group (20 min.) teenage group

Stryker's Bay Housing Committee (30 min.) forum of people concerned about displacement of low-income racial minorities from the West Side housing.

TV
POWER

Central Park

by Janice Cohen

The Central Park event was designed to integrate the viewing/access experience with a live cablecast. The idea was to take live programming out of a controlled studio environment and to increase our awareness of possible uses for mobile studio units in a decentralized municipal cable system.

Our flyers, posters, and other publicity invited all groups and individuals who wanted to provide entertainment, information, and/or their presence to come to the Celebration. Although time slots had been allocated to various groups, we planned for adequate flexibility to include any new activities or surprises that might materialize.

The "live" programming began with a one-man cosmic medicine show and was followed by two days of diverse and continual programming, some spontaneous, some scheduled. We set up four monitors, two for viewing and two for "live" feedback, around the performing area. Assistance came mostly from Public Access people and independent video freaks who were there to tape, teach, and enjoy the event.

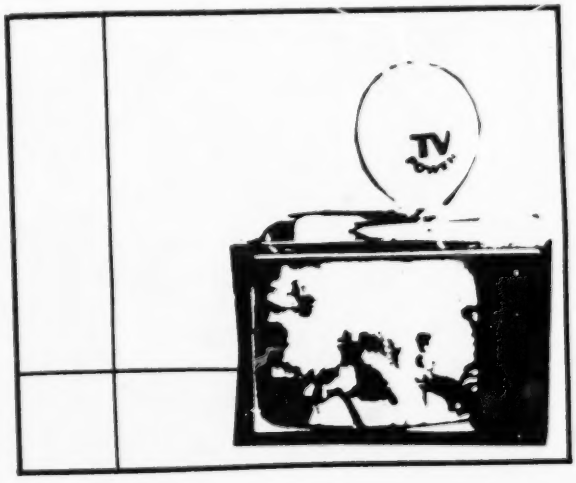
The degree of audience participation during the two days was not what we had hoped it would be. The focus of the performers, Teleprompter, and the audience was the spectacular nature of the event. The technicians and directors from Teleprompter, although extremely efficient in setting up the mobile studio, had no conception of the public access experience, nor any desire to concentrate on the involvement of the people working on and attending the Celebration. At some point we suggested that the camera-people put aside their tripods and get out into the event. The typical response was, "Well, we could try, but I know it wouldn't work."

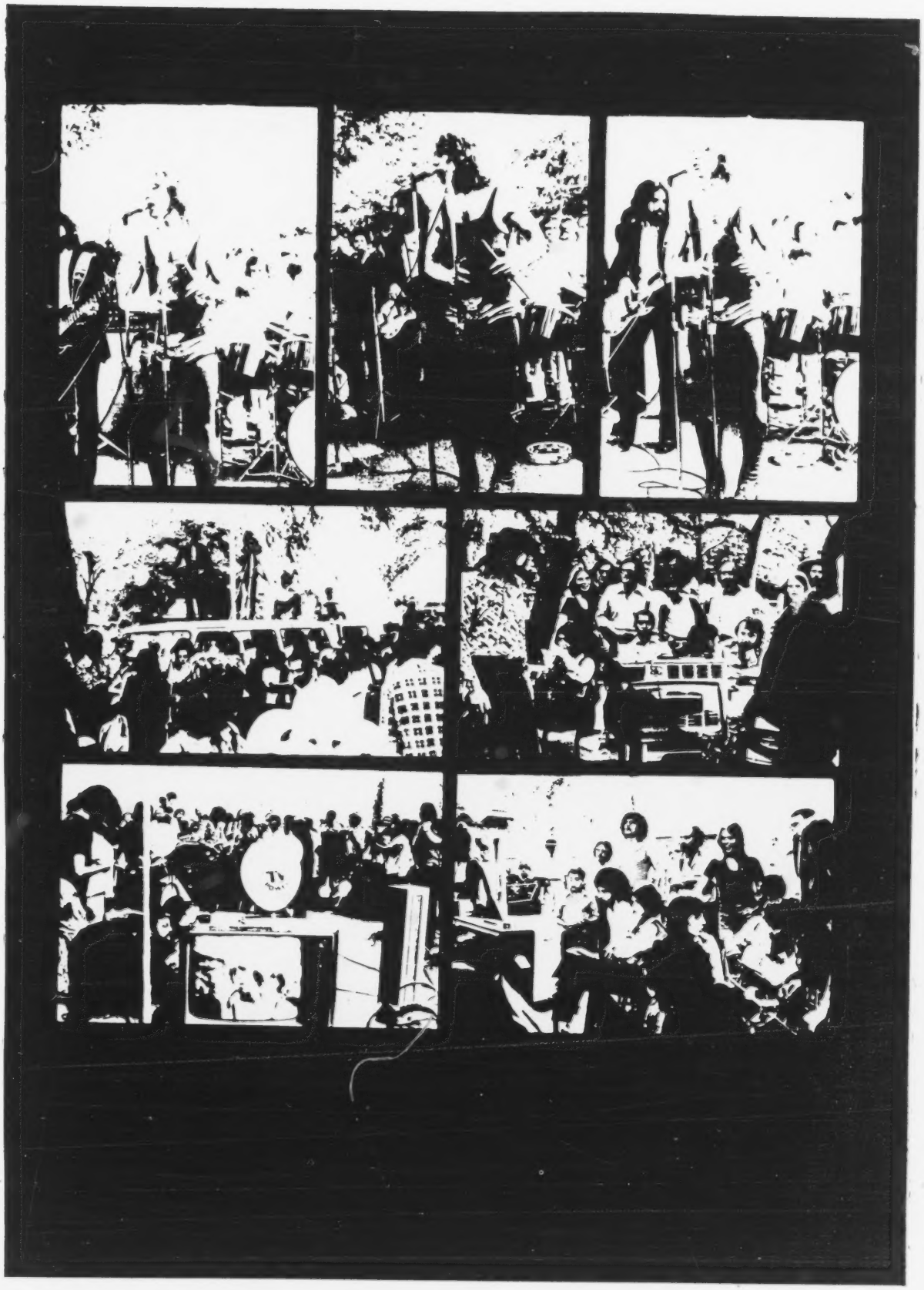
The most interesting groups were those that stimulated audience participation. The Responsive Scene, an improvisational theater group, encouraged people to create, direct, and perform, their own theater. At least half of the audience became involved in making up skits and creating hypothetical situations for the Responsive Scene to permofm, while others left their seats to join the theater group as they chanted, talked, and did improvisations in the center of the mall.

Some of the best entertainment came from people in the Park. At one point, someone thought enough of a rock group rehearsing near-by to drop his portapak, walk over, and ask them to come and play for the Celebration.

My criticism of the Park event is this - that its primary focus was the performer's relationship to the live broadcast rather than the viewer's relationship to the activities and the video/access experience. The customary separations, between the viewer and the performer, the amateur and the professional, were maintained. None of these roles are mutually exclusive.

Due to the rigidity of the Teleprompter crew there was no experimentation with different methods of programming and no opportunity for us to participate in the production end of the live broadcast.





Washington Square Village

by Phyllis Johnson

■ Preparation for Washington Square Viewing Center

Choice of location

The Washington Square Village Apartments had the advantage of being across the street from the Alternate Media Center, where the equipment was located; it also had the advantage of the lobby setting, allowing part of the activity to take place outside and part inside. It had the disadvantages of very echoing sound, and of not being connected with an organization or group interested in keeping it as a permanent center.

Attempt to involve block associations

On June 19, I invited to my apartment representatives of as many Village block associations as I could contact by telephone. I was disappointed by the turnout--only five block associations turned up. However, the people who came got a real understanding of what participatory TV could mean. There were several volunteers to help out during the celebration as a result of this meeting.

Volunteers

The success of the Washington Square Village Viewing Center was due to the volunteers who not only helped run it, but helped plan it. None of these people had had any real video experience. I planned to give them a few lessons before the event, but there turned out not to be time. They learned as we went along and never made a mistake.

Our meeting beforehand dealt with plans for keeping the viewing center flexible, and yet under control. People would be responsible for making sure that <u>everyone</u> who came in was greeted and offered information; also for keeping an eye on the equipment; at the same time, opportunities for going out and making tapes outside the center would be sought.

Telephone and cable installation

A special phone had to be installed, and was on schedule. The cooperation of Sterling in extending the cable from the basement to the lobby was, in this case, almost good.

■ The Three-Day Celebration

Viewing tapes outside

A very successful event was setting up the monitor on the steps to the lobby at eight o'clock in the evening, for viewing tapes which had been made at the viewing center. People were attracted by this, and those who wished more information were invited to come inside to see the access channels and discuss their questions.

Videotape class

A sign in the viewing center announced beginning classes in videotape for Thursday evening and Saturday afternoon....The second beginning class was attended by fifteen people, much too large for a class under ordinary circumstances, but everyone was in a good mood. We started outside, and a number of interested bystanders were also learning something. When it began to rain, we were forced to

move to the noisy interior, but by then the level of interest was so high that everyone stuck it out. By the end, a determined few stayed on to practice with the camera, and most signed up for a second class at Alternate Media.

■ A Few Generalizations about the Washington Square Viewing Center

Visitors

There was hardly a time throughout the three days when there were not at least two or three visitors. Probably half the visitors, throughout the three days, expressed genuine active interest in the proceedings and stayed for long talks. It was very helpful to have a list we had printed up to give to people, describing the media resources in the Village area.

Viewing access Channels C and D

The posted list of programs aroused more interest than the programs themselves. The only intensive TV viewing was of closed-circuit playback of tapes made at the viewing center.

Tape made at viewing center with 4th Street Block Association people

A new block association had been formed on 4th Street to try to deal with the street people problem. In this tape, Brent invited them to speak their grievances, the location being the steps of one of their homes. In the course of the taping, some of the street people arrived on the scene, and a semblance of a debate ensued. At least they were talking to each other.

Afterwards, the block association people and some of the street people came to the viewing center to see the tape. I have never seen a more intensively involved audience. This was a graphic example of the possibilities for a neutral location to serve as a means of bringing together disparate points of view. Future meetings were planned.

Tape made at viewing center with librarian at Jefferson Market Library

Phil Gerrard, the librarian of Jefferson Market Library, expresses his interest in using space in the future expanded version of the library as a sort of community media and information center. For a beginning, he would like to have a fund-raising party to purchase a TV and portapack for use in the present limited quarters. He is also requesting the cable installation. He hopes that the inadequate facilities for viewing and recording that he would create this way, would inspire the community to demand more from the library.

Supplementary Information

11. Video Access Center Report

by Maxine Cohen and
Phyllis Johnson

The Video Access Center was set up via the Alternate Media Center at N.Y.U. AMC contracted with the Sterling Manhattan Cable Television Company for the 'donation' of equipment for the use of an access facility. About $15,000 worth of equipment was provided, including 4 Porta Paks, 2 Sony 3650 editing decks, one 3600, and an S.E.G. Sterling Manhattan agreed to maintain this equipment, and also to provide the center with 75 half hours of half inch tape with a fresh roll to be substituted for each tape used more than six times.

The contract established the fact that the Access Center was not under the aegis of Sterling Manhattan. Sterling, and A. M.C. retain the right to terminate the contract on 15 days notice.

Beyond these provisions, and the running of cable drops into the Access Center, Sterling contracted (and has given) virtually no other input to the access facility.

In order to actually set up the center, A.M.C. had to find other funding. This came from a grant from the Fund for the City of New York. The grant was for $20,000 for one year. This money was enough for the rental of the storefront, salary for one fulltime staff member, (Maxi Cohen) and some petty cash expenditures. This still was not enough to run an access center and it did not begin to deal with the question of sustained funding. Alternate Media's objective in setting up the facility in this way was to see what would happen. Would there be volunteer community support sufficient to maintain the center? What kinds of projects would evolve? Could the place begin to develop a sense of itself as an entity? How would the existence of a place independent of the cable company effect the use of the Public Access Channels? Would a group emerge to take over the Access Center, removing it from the institutional support of AMC?

The Video Access Center opened on September 15, 1972, at 528 Laguardia Place. After three months of operation, some of the answers are beginning to come in, but in the process more questions have been raised.

The volume of activity of the center is the most obvious fact about it. From the outset, a group of about 15 people volunteered substantial amounts of time. Meetings are held regularly to develop policy and procedure. One of the first decisions made by the volunteer was to limit the use of the center to people living in the Sterling Manhattan Cable franchise area. No restrictions of this kind had been made in the contract with Sterling.

Classes were started immediately to train people in the use of the equipment. By the end of three months, close to 300 people had been issued cards designating them as qualified to check out V.A.C. equipment. This has been a tremendous strain on the 4 Porta Paks. Out of the 4, at least one is almost always in for repairs. The 75 half hours of tape are woefully inadequate. And the volume of activity has also been a strain on the volunteers.

The original group of volunteers has about doubled. Approximately 400 man-hours a week are volunteered just to keep the place open from 2 PM to 9 PM seven days a week. The volunteers spend the greatest part of this time dealing with logistics--record keeping, equipment and tape inventory, requests for information, scheduling, etc. The administrative job of keeping all this coordinated has proved enormous for the one paid staff person.

The use of the Center as a place to view the Public Access Channels has not been sufficiently publicized. V.A.C. needs a better space to provide comfortable viewing. Also the short hours tend to discourage this use, as well as the uncertainty of whether the Sterling technicians will play tapes at the scheduled time. However, occasionally groups or individuals come to see programs in which they have a special interest, and the volunteers feel that this makes for a very pleasant ambiance.

As for the question of how the Video Access Center would effect the use of the Public Access Channels, up to this point there has been no significant development. Some tapes that have come out of the Center have been of the one-shot program type, with many not getting carried out to completion and put on the cable. There is also little sense of follow-up once a program has been cablecast. The volunteers, who are also the teachers, have decided to require classes to continue longer than the previous three sessions. The purpose is to work with fewer people for higher quality.

The volunteers want to have time to work with people using the Center to create programs and projects that will make the Public Access Channels a viable medium for dialogue and exchange, eliciting feedback and follow-through. This would mean being able to lend equipment to groups working on projects on a continuing basis. It would also mean taking time to go out into the community, demonstrating the closed-circuit potential of half-inch video. And it would mean working actively to promote more access and viewing centers throughout the city.

This access center was set up to serve too large an area with too little resources. There is no possibility of its becoming a real community center when its constituency is the entire southern part of Manhattan. The volunteers do not represent residents, community groups and organizations of the neighborhood in which the Center is located. Rather, they are representative of the many people in NYC who would like to have access to videotape, and alternate television. Since the Video Access Center is the only access center of its kind in the Sterling Manhattan area, they feel committed to continue trying to serve this enormous locale.

These comments emphasize some of the problems that have arisen in the development of the Video Access Center. On the positive side, there is an overwhelming feeling that the place is wanted and needed, and that there are people of energy and imagination willing to work tirelessly to keep it running smoothly and growing constructively.

On-going projects are beginning to emerge from the Access Center. They include the Geranium School, Veteran's Hospital, St. Bartholomew's Church, Horizon House, the Fortune Society, and Share.

The volunteers are presently turning their attention to survival. How can funds be found for additional salaries, and project development? How can money be generated by freelance shooting or editing jobs to help sustain the volunteers? And most difficult and important, how can broadbased support be stimulated to underwrite the facility to continue until there are neighborhood access and viewing facilities throughout the city?

Access to teaching people how to use half inch video, and then providing access to equipment is only one limited way to go. There is great need for access to information. The creation of an information exchange mechanism is in the processs of development. Visions of studio equipment, headend live transmission capability do not seem immediately realizable.

Just how this youthful Access Center can grow is a matter of much speculation and discussion. But the people working there now know that it needs increasing input of community involvement, audience feedback, and financial resources, in order to start its second year in good health.

Special Report: **Two-Way Television**

Television viewers in Jacksonville, Florida, need not sputter in anger or nod in passive agreement as they watch their sets. WJCT/Channel 7, Jacksonville's public television station, has made its audience an active ingredient in its programming. The station's concept of community-involvement television provides the people of Jacksonville, many of whom have long considered themselves "voiceless," with a communication outlet through which they can be heard.

Like many urban and metropolitan areas, Jacksonville needs better communication. Its half-million people are spread over an area two-thirds the size of Rhode Island, and the city is troubled by poverty, strained race relations, high unemployment, and a history of corruption among elected officials.

Community-involvement broadcasting began in Jacksonville in 1966 when Channel 7 began *Newsline* (later called *Feedback*). Following interviews with people directly involved with local issues, telephone lines to the studio were opened so viewers could question the guests or voice their opinions. The station did not flinch from controversial issues, and viewer support grew. In 1968 a Ford Foundation grant enabled the station to develop a unique portable television unit which can be assembled quickly for on-the-spot coverage of public meetings and other events of community interest. Subsequent grants have enabled WJCT to expand to include live coverage of school board and city council meetings and frequent "specials" on local topics. A recent $50,000 grant is the third in a series to replace Foundation assistance with support from viewer subscriptions and other local sources by 1975.

The core of WJCT's community-involvement programming remains *Feedback*, the interview-telephone show aired live from 7 to 8 o'clock five nights a week. Through the call-in format, viewers have been able to question school officials about court-ordered desegregation and ask city officials and industry spokesmen about the environmental and economic effects of a nuclear manufacturer coming to town. *Feedback* also includes such features as commentaries, movie reviews, and "Gripe Night," when viewers call in with complaints on any subject.

Two recent Foundation studies of WJCT found *Feedback* to be a potent force in helping ventilate local issues.* Typical of comments by community leaders was the observation by Rev. James Hornsby, a school board member, that if someone "had something worthy of being aired, *Feedback* would be open to dealing with it, more so than other stations or the newspapers."

Community leaders appear on the show because, as one official said, it keeps them "in touch with public opinion and allows more latitude in explaining their positions in controversial issues than [we] normally have in edited interviews on commercial news shows."

Government on Camera

WJCT has taken full advantage of Florida's "government in the sunshine" law, which opened all government meetings to the media. Jacksonville citizens can view gavel-to-gavel coverage of city council and school board meetings. As dry as these sessions sometimes are, a surprising number of citizens from all social and economic brackets follow them. Interest may be based on not-too-distant memories: During the previous local administration 40 per cent of all elected officials were under indictment for some form of corruption; Jacksonville has suffered a series of desegregation conflicts, and at one point all of the city's high schools were disaccredited. Thus, Mrs. Bib Willis, former League of Women Voters official, notes, "In this kind of climate, televising government meetings isn't an attempt to manufacture a need among the general public. It's fulfilling a need."

Viewers have the opportunity to comment by phone on decisions being made during the meetings. One night they reacted so negatively to a vote taken by the school board before recess that when the board reconvened it rescinded its decision.

Critics say the presence of cameras distorts the meetings and prompts some members to dress up their images, and may have caused valuable members to lose elections because their TV images were not appealing. On the whole, however, reaction to the telecasts is positive. City officials say they have become aware of much more knowledge and curiosity about public issues and governmental actions among low- and middle-income voters. In fact, interest was so strong that the city council recently granted WJCT $48,000 a year to continue the broadcasts.

Channel 7's frequent "specials" on timely specific issues vary in format depending on the subject being treated. For example:

–Students at a tension-riddled high school complained that commercial stations distorted their views for the sake of sensationalism. A Channel 7 broadcast permitted student factions to air their grievances.

–"Rumor Control Center" was opened last year during a period of civil disturbances. Viewers were able to call and ask about rumors, and reporters, with the cooperation of the sheriff's office, sifted the facts from the rumors and reported back on the air.

–The East 21st Street area has been the site of extended conflict between blacks and police, and in an effort to have residents' views heard, a "town meeting" was organized. Channel 7 broadcast the session in full. Blacks voiced their complaints, and officials responded to questions and charges. As a result, the United Fund channeled $100,000 into youth programs and police practices are said to have improved.

Strengths and Shortcomings

Some critics feel that in recent efforts to improve ratings, the station has sacrificed some of its serious programming in favor of lighter, more entertaining formats. Another criticism is a possible conflict of interest with the school system–a contract for providing instructional television is said to blunt coverage of the local school board.

But station officials say the overall reaction is positive. Of 162 community leaders interviewed for one of the Foundation's studies, 92 per cent said the station helped solve race relations conflicts, and 94 per cent called it an important check on local government.

Channel 7 does not simply broadcast–it is a two-way experience based on a belief that what people have to say is important and can be used to help build the community. WJCT general manager Fred Rebman describes the task as "trying to make a large unworkable city into a small workable town, electronically."

—JOYCE VERHALEN

*A study of the audience of WJCT and an evaluation of WJCT's local programming are available without charge from the Office of Reports, Ford Foundation, 320 East 43rd St., New York, N.Y. 10017.

Tenants Tune In TV on Their Wave Length

"It's a riot, honestly," said a Towers' new, live, closed-circuit TV station, Channel 6.
"It's rubbish."

And another opinion: "the other night they had a belly dancer, but the sound went dead. And if you have ever seen a belly dancer swiveling without sound . . ." said Mrs. H.P. Reid, one of 1,350 residents of the three-building parker complex at Queens Blvd. and Yellowstone Blvd. Forest Hills.

What's unusual about Channel 6 is that it is a minature TV network, produced and run by Parker Towers residents with their own studio and transmitter on the premises. Only the residents at the three buildings can see the programs.

In the past, banks and factories employed closed circuit TV for security work. Parker Towers' live programming is the newest use for a mini-TV network. Politicians are finding it a bonanza. It beats shouting down an unruly crowd at an outdoor political rally.

Sen. Edwin Muskie and Queens Borough President Manes addressed Towers residents briefly on Halloween Day. Barry Farber, WOR Talk-show host, and Rep. Edward I. Koch (D-L-Manhattan) debated the qualities of the presidential candidates on the same evening.

Two weeks ago, NEWS reporter John Toscano moderated a debate between Assemblyman Emanuel Gold (D-L-Flushing) and his opponent in Tuesday's election, Andre Ferenze, who is running on the Republican and Conservative lines.

Other talk-show guests have been Jerry Birbach, president of the Forest Hills Residents Association; Bobby Ussery, the jockey, and Fred Feldman, the WOR helicopter pilot who broadcasts traffic conditions around the city.

A weekly "Uncle Andy" show for kids at the Towers has become an overnight success in the short six weeks that Channel 6 has been on the air. Uncle Andy is Andy Pahopin who, by day, is Parker Towers' maintenance supervisor.

From 7 p.m. to 10 p.m., Pahopin becomes the Walter Cronkite of the evening, functioning as commentator and moderator on most of the shows.

The productions seem amateurish and sprinkled liberally with the homespun, and one tenant said it is divine how frequently Pahopin says "You guys" on the screen.

A New Idea

The camera angles are not always right and sometimes the focus is a little slow in clearing, but that's because the cameraman, Amon Schneider, 16, is still learning. Steve Weiss, 17, is a director. All labor for love in the studio, a 9-by-12 basement room on the premises.

Channel 6 is believed to be the first example of tenant TV in the country. It's the idea of Al Simon, president of Ortho-O-Vision, Long Island City, a TV antenna company. The basic cost of setting up the studio and transmitter was $7,000.

"We used an unused channel on the master antenna at no cost to the tenant" said Simon. Some tenants have protested that Channel 6 has upset reception from major TV stations, but Simon has scoffed at that.

Pahopin is increasing the variety of his programming. Joan Salzer, a nurse who teaches at Queensborough Community College has been a valuable find.

For the past four weeks she's been doing community health shows: life-saving techniques, food safety in her home, and care of the sick.

A future program will have four pre-teenagers teaching sex rather have them do it because they can reach kids better," said Mrs. Salzer. Her daughter Elizabeth, 12, and four of her friends, who have the permission of their parents, will do the program with Elizabeth's mother's guidance.

Already tenant TV contracts have been signed at two other Queens apartment complexes: Birchwood Towers, 102-10 66th Road Forest Hills, and Towers at Waters Edge, 18-05 215th St. in Bayside.

—Bryant Mason

Daily News - Nov. 5, 1972 - Page K10

12. Live Local Origination Center Reports

from Downsville, New York
Elon Soltes

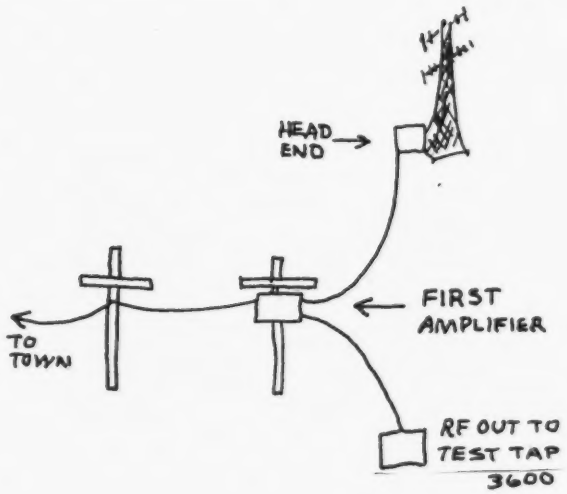
Howie..... here's some pretty basic information on access possibilities and two-way systems. I hope it's a help.

Perhaps the most basic characteristic of what's happening or possible with the technological aspects of cable is that, as with everything else, the hardware is being developed at an ever increasing rate and there's no telling where it'll stop. However, enough remains constant so that you can fairly well plan on being able to do the same thing next year as now-but it should be easier and the software less impaired by the transmission system.

The method we're using here in Downsville for local programming is straight forward and a good example of what's possible now. We simply use a Sony 3600 with the RF unit installed (channel 3) and, using a coax cable, run a line from RF out on the 3600 into a test tap in the first amplifier of the system where it comes down the mountain from the head end. (It's a lot simpler for us to drive up in the VW bus to this amplifier than to climb the mountain to the head end.)

The Sony RF has an output impedance that matches most cable systems. The system here is unidirectional and responds to our input at the test point by simply passing it on down the line along with the rest of the signals coming from the head end.

At first we had some difficulty with the RF unit spilling over onto channels 2 and 4, but quickly cleaned things up with a channel 3 filter (available from Hamlin International for about $15,) that eliminates spillover. We also use a small RF amplifier and a series of resistors (all scrounged) to match our signal level to within one or two dB of the other signals on the line.

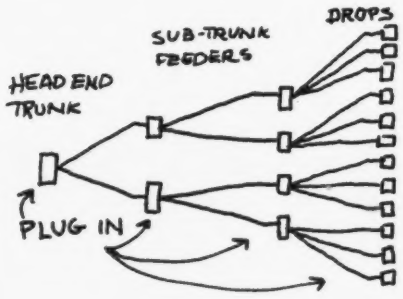


This system could be applied to most any cable operation. The only requirement is that you have a vacant channel available. We were fortunate that channel 3 was not being used and that enabled us to use the Sony RF unit. If it's not, you'd have to acquire a unit that could modulate the output from the deck on another appropriate frequency. (A possibility here is to operate on a channel assigned to one of the educational UHF stations at times when that station is not on the air.)

Local communities: Since there is a distinction between trunk lines, feeders and drops everywhere in a system, any number of distinct geographic communities could be served simultaneously via the same vacant channel. All that's required is an input at the appropriate amplifier. (Here cabling

routes could be a major problem since they don't normally take into account who the subscribers are, but rather where they're located. In other words, one side of a street may be on a different feeder cable than the other. But general areas or communities could be quite easily defined.)

All that would be required is a system route map that would enable you to follow the cable back towards the head end until you've "isolated" the area you want to program for, and then merely tap into the first appropriate amplifier.

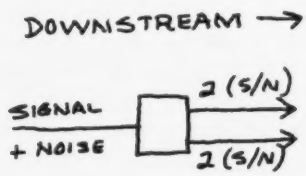


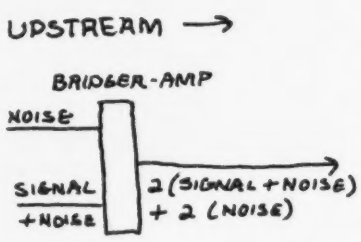
Larger areas could be served by tapping into the trunk line--and, as is now the practice in most places, the whole system served by tapping in at the head end. In any case your requirements remain virtually the same. You must modulate the signal accurately, on an appropriate channel, and at a level close to that of the other channels. A typical cost estimate would be:

RF modulator.....	Sony	$55.00
	....Panasonic	$50.00
	to $99.00(Switchable 4 channel)	
RF amplifier....	AVA A110	$30.00
Filter.....	Hamlin	$15.00
resistors.....		$ 4.00
	(estimate)	$154.00
		to $203.00

(Prices quoted are from "VideoTools" Summer 1972)

Two-way systems: two-way systems are still pretty much at the developmental stage, but enough information is available to make some observations. The way things are now, one of the biggest problems operators are running into is NOISE. While a one-way system can use an essentially unlimited number of amplifiers to boost the signals on down the line, two-way systems are limited in the number of amplifiers that can be used and the total number of drops. This is due to the fact that while an upstream (or call it feedback) signal is amplified at a split or bridge point, noise from all the splits at that point (not just the one with the signal) is amplified along with it. Too many bridger-amplifiers and the signal-to-noise ratio becomes unmanagebale. (Maybe Dolby would be an answer to this problem.) Estimates and tests indicate a maximum of 10,000 subscribers on any one trunk. And they also indicate that a "hub" system of trunk distribution, emanating from the head end, is necessary. This does not mean that a system of multiple head ends is not feasible, but rather that they would involve much heavier equipment installations, would have to be permanent, and that the definition of community-if the system is to be at all responsive,would need a great deal more work than is currently being expended.





Right now, the communities being wired for two-way are predominantly wealthy. And they are new systems. It does not look as though existing systems that are now one way are going to be easily converted to two-way.

It's going to take a lot of money, and a lot of work.

At any rate, one way access could be done on a two-way system and the hardware requirements would be just about the same.

Some good info on two-way systems and cable technology in general can be found in:

Hubert J. Schlafly. THE REAL WORLD OF TECHNOLOGICAL EVOLUTION IN BROADBAND COMMUNICATIONS. A report prepared for the Sloan Commission on Cable Communications. September 1970. Available from TelePrompter Corporation, 50 West 44 Street. New York, N.Y. 10036.

Robert Schoenbeck. DESIGN ASPECTS OF BIDIRECTIONAL CABLE SYSTEMS. March 1972. Available from Electronic Industrial Engineering, Inc. 7355 Fulton Avenue, North Hollywood, California 91605.

Gerald M. Walker. SPECIAL REPORT: CABLE'S PATH TO THE WIRED CITY IS TANGLED. from the May 8, 1972 issue of ELECTRONICS magazine.

13. Access Chatter

"NIXON CABINET COMMITTEE TO RECOMMEND MINIMIZING GOVERNMENT CONTROLS IN CABLE TELEVISION -- According to reports now circulating through Washington, a Cabinet-level committee which President Nixon appointed a year ago to recommend policy strategies in cable communications has all but completed its work. The committee's report is said to be in draft form prepared by the Office of Telecommunication Policy's staff. The present version, prepared for circulation for comment by committee members, may be subject to further review and modification, but any changes which take place this time are expected to be minor.

The committee is chaired by Clay T. Whitehead, Director of the Office of Telecommunications Policy, and includes George P. Romney, Secretary of Housing and Urban Development; Elliott L. Richardson, Secretary of Health, Education and Welfare; Peter G. Peterson, Secretary of Commerce; and Presidential aides Robert H. Finch, Herbert Klein, and Leonard Garment.

The Cabinet committee would depend heavily upon the forces of the marketplace to shape cable's growth. All cable systems would be required to carry local stations, but those leasing channels for the importation of distant signals would find the leasee liable for full copyright payment for programs carried (a position in conflict with the recent Supreme Court decision holding that under the present copyright laws, CATV operators incur no liability for distant or local signals). Market forces would also be relied upon to assure that the cost of access to the system would be very low. In view of the low cost expected for cable distribution, the committee sees no need for the present FCC policy of providing free channels for public access, education, and government. If channel rental costs were low, the benefits of free channels would be quite small (especially when compared to the cost of producing or acquiring programming which in any system overwhelms the distribution cost) and the committee expresses concern that free channels would "create economic distortions likely to result from such selective taxation [which] could be quite large."

Joint Council on Educational Telecommunications

Vol. IV, No. 8

"It is shameful that we must fashion the safeguards for the future, as much as we can, in an area of human development that touches every family in the country. But, the Federal Communications Commission bobs between force-fields of dollar bills as though the publicly-owned electromagnetic spectrum, floating free in the air or canned in a wire, belongs to a relative handful rich enough to hire armies of lobbyists."

Henry W. Maier
Mayor of Milwaukee

Cable Television in Detroit
A Study in Urban Communications
May 1972

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"Public Access offers the real possibility of bringing the present mass society to a point where the spirit of the small community can be activated. Through Public Access people can have a real interest in and knowledge of the people with whom they live (therefore helping to get rid of or alleviate the faceless, nameless mass city) and develop a positive envolvement in community affairs."

Charles Levine, PAC

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"If a city, whether by franchising a number of systems or one system with many sub-headends, permits an arbitrary pattern of development, many natural communities may be cut and fragmented in communications terms just as many have already been fragmented by highways."

Foundation '70

Cable Fable
Spring 1972

"All we were doing was sticking a thermometer up the city's ass and taking its temperature."

Lynda Meyer, PAC

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"What cable entrepreneurs are "selling" is the vision of a society in which it is no longer necessary to leave the home for entertainment, to do shopping or banking, to visit a library or even to go to an office to work; in short a society in which it will be possible to absent oneself from the market place, the public assembly, and perhaps eventually the school or the university (and why not also the church or synagogue). Viewed against this background, individuals, block associations, and other groups working together to build a better community through participation becomes an objective of the highest priority."

Cable Information Service
August 1972

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". . . What I'm getting around to is that with the National Cable Television Association, with the people in cable television, right now they're more preoccupied with building the tracks to carry the televsion signals on. There's

going to come a point in time when that will become secondary. . . . They are going to hire the most expensive, the most professional, the acclaimed, the most achieved directior, producers, program managers, accountants, lawyers, that they can get their aands on. Because they are not playing with a mickey mouse industry. One cable operation-that's an MSO, (Multiple System Operator), has more potential than NBC, CBS, and ABC put together. I'm talking about money-making effectivemess in reaching an audience and in selling a product to a specific group."

John Sanfratello,
Former Program Director
for Sterling's Public
Channels

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. . . a legal right to speak is fruitless if one is denied access to the communications system. If a handful of communicators dominate the potent television medium because the limited electromagnetic spectrum restricts access, and this handful vigorously promotes one point of view, then their biases are likely to gain wide acceptance(and positions not advocated are apt to be ignored).

Nicholas Johnson
Gary G. Gerlach

Cable Fable
Spring 1972

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"Freedom of expression is a system of communication. The system defined by the First Amendment of the Constitution must now be adapted to the capabilities of modern communication technology.

Thomas I. Emerson

Scientific American
Spring 1972

14. Conclusions:

The Public Access Celebration was designed, in part, to inform the public of the availability of free cable time on the Public Channels. Though we are confident that, to some degree, this was accomplished, it is now obvious that had the Public Channels been designed for public access usage, promotion such as the Celebration would be unnecessary. At this time, promotion only serves to obscure the real issues of access.

Problems of access to the Public Channels

There has been no planning. A haphazard series of events created "public access" as it now exists.

A. There is no provision for free Public Channels in the franchise.

1. Public Channels are free by verbal agreement between the cable companies and the Bureau of Franchises. This arrangement has, in practice, permitted Sterling Manhattan and TelePrompter Corporation to determine how the public will use the Public Channels. (See History of Public Access) They can, at any time, choose to revert back to the leased Public Channel situation as stated in the franchise (Section 4[e]).

2. Public access to Public Channels is only half free. Videotape is cablecast for free but there is no free live time. These channels are confined to pre-taped programming because of economic lock-out from origination facilities. For full use of the Public Channels both forms of access are necessary.

a. Thus even the one-time or occasional Public Channel user, who represents the bulk of the population, is required to learn the use of video equipment or must have someone produce a tape for her/him. Either requirement restricts the ease and directness of Public Channel use. These are unwarranted barriers. The average individual who is only interested in getting a point of view across does not necessarily want to learn video but would want to use the Public Channels if they were easily available.

b. There are no free live local origination centers.

B. Although tape programming time on the Public Channels is free, there is no provision in the franchise for funding tape production.

1. Access centers are not required by the franchise; they will only exist as long as they are of promotional value to the cable companies.

2. The three equipment access centers presently operating are insufficient for even the limited public demands placed on them. Manhattan's population is 1.2 million.

C. Even if the present Federal Communications Commission's Rules and Regulations are judged binding to New York City by the F.C.C., five minutes of free live time is constraining. There is no time for any interaction by telephone.

Live Local Origination

Through the years the public has been prevented from using the dominant media form, television.

Media is used as a one-way information delivery system.

One-sided, one-way, all-pervading media is responsible for much of the apathy and isolation throughout this country.

Many people can only mutter their aggravation and frustration about commercials, programs and life to the tv set in their living room.

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Free public access to media is the electronic embodiment of the first amendment. Public involvement in media can widen the viewers' perspectives by delivering directly relevant and varied information. However, this is still one-way information delivery. Live feedback, even if it is only by telephone (see Bellevue Hospital and Teleprompter 179th Street Viewing Center Reports),creates an involvement for the viewer that personalizes the media experience. If there is interaction rather than delivery, then there is communication.

Because no free live use of the Public Channels is permitted, emphasis has been placed on cable access through equipment access centers. Access centers are absolutely necessary in a complete Public Channel system, but training an individual in video is terribly inefficient as the only means of encouraging Public Channel usage.

Live local origination with just one camera can provide more Public Channel cable-time and much less wear on equipment and people than an elaborately equipped access center. Also, it has the immeasurable advantage of immediate telephone feedback from viewers which permits dialogue on issues, ideas and tapes. With this type of internal communication, a neighborhood or community can define and re-form itself around common needs and goals.

True "public [walk-in] access" as provided by a live, local origination capability would result in a natural process of public involvement with media. By being local, an origination center would put the least demand on an individual's time and increase the possibility of Public Channel use simply because it is "there" in the neighborhood or community (See Daily News article about live origination at Parker Towers). Promotion for the Public Channels could relate to specific interests in the local origination area. Programming relevant to other parts of the City could be switched into those local areas or sent throughout the entire city as stipulated by the subdistricting clause in the franchise (Section 3[e]). Unfortunately, this clause does not require local origination from the (at least ten) subdistricts. Except for the head-end studios which are available by rental, the only local origination capability in the franchise is provided free to the City by the cable companies for the City Channel studio (Section 3[f]).

The franchise should be amended to provide transmission "from" as well as "to" the subdistricts and the cable company be required to provide the minimum video and audio equipment necessary for such transmission (one camera and three microphones) plus, at least, one phone for live feedback. The lack of live local transmission

facilities is severely limiting the use of the Public Channels. The present, unplanned, pre-taped, system is not serving the general public. For public information we cite Section 6[e] of the franchise:

> "The board may at any time increase or decrease any rate, require discontinuance of any scheduled service, or revise or delete any term or condition applicable thereto upon a determination made after a public hearing following notice to the cable Company, that a particular rate, service or term or condition (1) explicitly or implicitly violates this contract or (2) has the effect of unreasonably limiting use of Public Channels."

Equipment Access/Training Centers

Portable video equipment for tape production is of equal importance for optimum use of the Public Channels, because it permits the creation of programming beyond the studio confines. We need only refer to the F.C.C. for support: "We note specifically that the use of half-inch video tape is a growing and hopeful indication that low-cost recording equipment can and will be made available to the public." [Section 143 F.C.C. Rules and Regulations, February 12, 1972]

Equipment access center development should proceed from experience gained at the Video Access Center and Automation House (one supported by Sterling Manhattan) and Teleprompter's Harlem Storefront. Other considerations: (1) Community involvement in access center planning is a necessity. (2) Many city-owned buildings are ideal locations for access centers because of minimal rent requirements. (3) Less expensive equipment, such as 1/4" portapacks should be considered.

Considering that adequate communications is an essential public service, equipment access centers, City Channel production costs and additional local origination equipment should be funded from the remainder of the franchising fee (5% of gross revenues) paid to the City by the cable companies. The Office of Telecommunications is presently operating with approximately 57% of the fee which totalled more than $350 thousand in 1972.

The portable video talent pool in New York City, which has been increased by the three access centers, should be drawn on for the administration of access and origination centers and the production needs of the City Channels.

Viewing Centers

Our experience during the Public Access Celebration illustrates how different locations determine the operation and use of a viewing center (see Viewing Center reports). For example, viewing centers could provide free access to Public and City Channel information for members of a community who cannot afford cable subscriptions. Viewing centers are public information locations that promote interaction among all community members. Sixteen (16) per cent of New York City is on Welfare at this time, and this figure represents only the recognized poor. The quality of life today depends on access to information. A liberalized interpretation of the free basic service to public institutions clause in the franchise [Section 4(g)] would provide impetus for local viewing centers.

Public awareness of the information generated on the Public Channels would be encouraged by program schedules printed on a daily or weekly basis in the City's major newspapers.

* * *

The information system surrounding and supporting the Public Channels would, ideally, consist of free, local viewing centers, access centers and origination centers. In some locations these centers would be combined. Another possibility is the association of these centers with existing public institutions such as; libraries, hospitals and schools.

The following paragraphs are only a bare outline of the potentially productive relationship between an effective Public Channel system and the City.

The municipality, charged with providing essential public services, must have information about the public condition to function in the public interest. Free Public Channels can become electronic reflections of the public condition and, as such, they would contribute the base level of information from which the entire municipal mechanism could efficiently meet public needs.

The Public Access Celebration's eighteen viewing/access/training/ delayed origination centers, two live studios and one live mobile studio, created a public nervous system throughout Manhattan. Cultural, political, educational and health information was generated during the three days by a live and tape feedback process on the Public Channels. This nervous system (network) would have had greater impact had it been input to a municipal communications system designed to react to informational need. In such a municipal communication system, City cable channels could program in response to issues raised by the public on the Public Channels by using the various City departments and agencies as information resources. The immediacy of Public Channel programming can provide a much needed reality reference point for planning effective public services. On-going communication (feedback) between the public and municipal organizations could eventually eliminate a primary cause of polarization in our society, the crisis approach to problem solving.

A thorough study of the communication and information needs of New York City's departments and agencies is obviously essential to understanding what benefits cable offers to municipal operations. Active experimentation will necessarily be a part of any evaluation. This study must be undertaken simultaneously by the City and representatives of the public interest. Both will share the use and benefits of any system that is developed. The opportunity, if taken, to create a flexible information environment would reshape a city whose prime function is information production.

* * *

Several issues that have been overlooked by the originators of the present New York City Franchise demand immediate consideration.

A. Audio Public Access.
Experience with live telephone feedback at TelePrompter's and Sterling Manhattan's head-end studios, and the success of audio cassette re-broadcast of information during the Public Access Celebration (see TelePrompter 179th Street report) indicated that audio cablecast could be as valuable as video cablecast. "Radio" access, with live telephones, is a natural two-way system. Audio or "radio" Public Channels could provide all access services with production and operating costs at one tenth the cost for video. Sterling Manhattan and TelePrompter are presently carrying radio stations during "dead air" periods on the Public Channels. By August 1973 both cable companies are required to add seven channels for a total channel capacity of twenty-four. Two of these will be new Public Channels, and one of these new Public Channels should be set aside for audio access as a low cost Public Access tool; experiments with audio public access should begin immediately.

B. Access to Information Sources.

Direct access to information and news sources has become a privilege reserved for "recognized" media representatives. At the same time, local community media and public access users are denied access to these same resources. Some method of providing press accreditation for Public Channel users must be developed.**

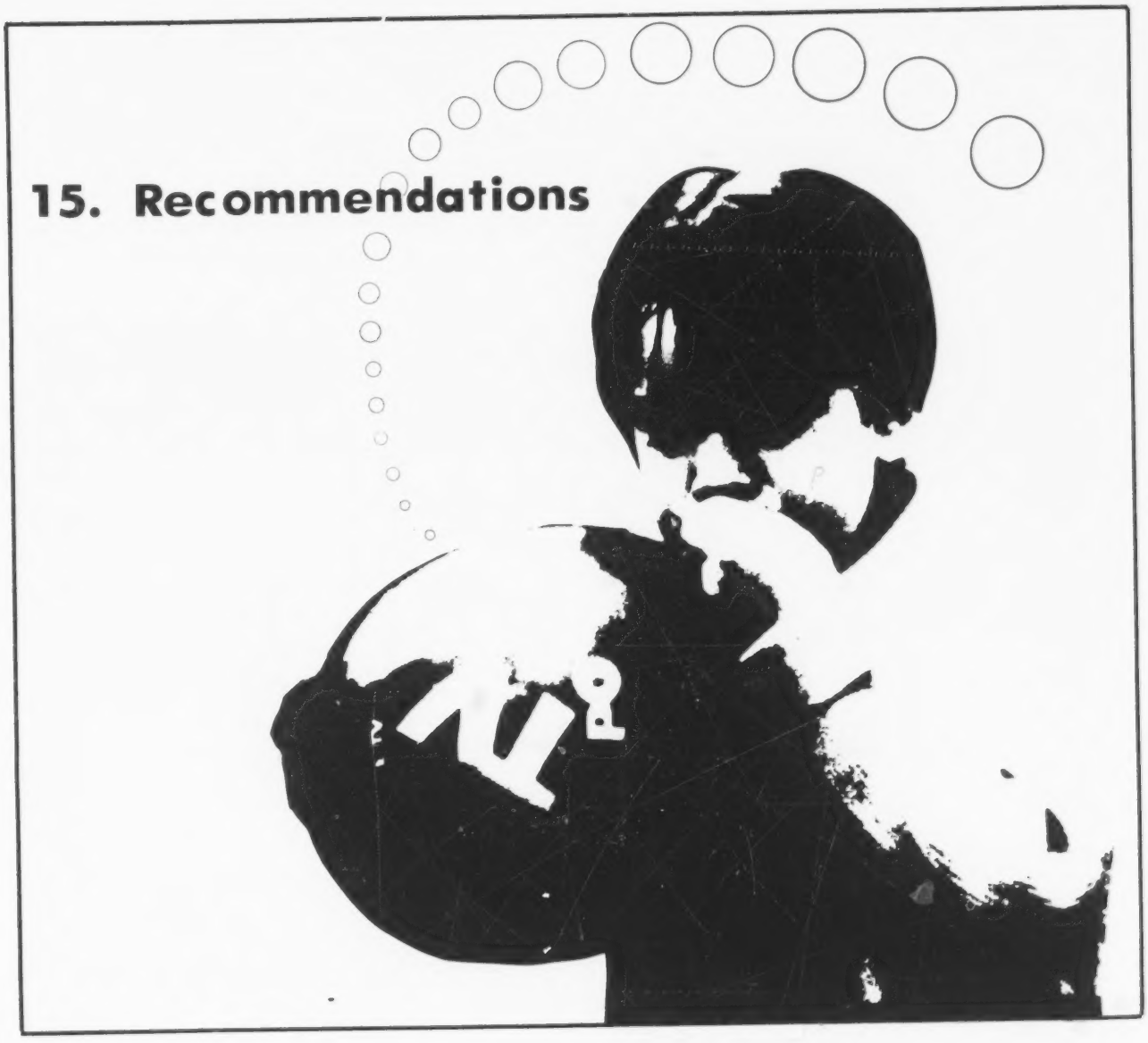
C. Protection Against Invasion of Privacy.

Cable companies must be made legally responsible for any cable tapping,

program preferance monitoring, or any other device for observing and recording subscriber information.

** "More than 95% of all daily newspapers in the United States will have no local print competition, only 2 national news gathering organizations will supply virtually everything broadcast over the average radio or T.V. station, and a tiny handful of executives and news operators in but 3 networks will pretty much determine what the American electronic audience is allowed to know about the world in which it's trying to exist."
Richard C. Tobin, predicts the near future (now) in "The Coming of Age of News Monopoly" Saturday Review Communications, October 10. 1970.

15. Recommendations



These recommendations are directed to the Bureau of Franchises and the Office of Telecommunications. We feel that all too often the City and the public have abdicated their responsibility by allowing the cable companies to determine the nature of public access to the Public Channels. Only a clearly defined, comprehensive franchise should have that power and it should not be influenced by the economic considerations of the cable companies.

As a basis for implementing Public Access as a Community Resource, we recommend that:

(1) A date be set for a public hearing to determine if the present policies of Manhattan Cable Companies have the effect of unreasonably restricting the use of Public Channels.

(2) Use of Public Channels be free; and that cable time and production facilities be free to Public Channel users on a first come first served basis. In accordance, the New York City (Manhattan)

Franchise be amended to include a clearer and more specific definition of the public access channels, their use, and the rights of the public in regard to their use.

(3) In each cable district there be at least one location capable of live local origination to all subscribers within its boundaries, and in accordance with "the state of the art" requirements cable systems be required to provide live local origination from the most discrete point technologically possible. At least one subdistrict be provided with a live local origination center for experimentation immediately.

(a) Experiments with live and taped audio public access should begin immediately.

(4) Half of the gross revenues from the five percent (5%) cable tax be used to support municipal, educational, and public access facilities and that each subdistrict be provided with adequate production equipment, free of charge, and that there be made available to at least four viewing centers within each subdistrict one portapack.

Future allocation of equipment to subdistricts be in direct proportion to the demand for such equipment for specific communities.

(a) A percentage of any other revenues granted to the City by the franchise, such as the 25% of pay-TV monies, should be turned back into the system on the same basis as the franchising fee itself.

(5) Viewing Centers be located in places covered by the free basic service clause, and that free basic service be extended to include all public and private institutions and organizations created for public benefit such as the following: public housing, private schools, non-profit organizations, community service centers, libraries, museums, major transportation terminals; and that further consideration be given to the importance of integrating public access viewing centers with all municipal and private institutions.

(6) A group, composed of public access users, community representatives, and individuals involved in local communications be chosen to assist the Office of Telecommunications, in an Advisory capacity, in the formulation of a comprehensive plan for the use of public channels. Advisors to be chosen by community Public Access interest groups.

(7) To generate community participation and debate, public hearings be held at least six months in advance of the granting of any franchise, and that notice of these hearings be publicized in both mass and local media periodically for at least two months prior to such hearings.

(8) In order to protect low-income areas from discriminatory practices on the part of cable operators, that cable operators be required to cable and service simultaneously one low-income area for every upper or middle-income area.

(9) Each cable company be required by law to safeguard the privacy of all its subscribers and that the monitoring of any cable subscriber, for any purpose, without her/his explicit consent be considered a criminal offense.

(10) To prevent cable systems from becoming another urban or rural pollutant, cable installation be done in a manner consistant with sound ecological and aesthetic consideration.

(11) We recommend the reading of the Manhattan franchise to all individuals and groups interested in the promotion of public access. Also, "Cable Television in Detroit. - A study in Urban Communications," as well as the books, articles and pamphlets listed in the accompanying bibliography.

16. Bibliography

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New York City Franchise. Bureau of Franchises, Room 1307, Municipal Building, New York, New York.

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Other Bibliographic Sources:

Bibliography, Institute on Cable Television for Librarians. B. Kenney, Associate Professor, Graduate School of Library Science, Drexel University, Philadelphia, Pennsylvania 19104.(includes other bibliographies)

Cable TV: A Bibliography. Arlington County Public Library, 1015 North Quincy St., Arlington, Virginia 22201, February 1972.

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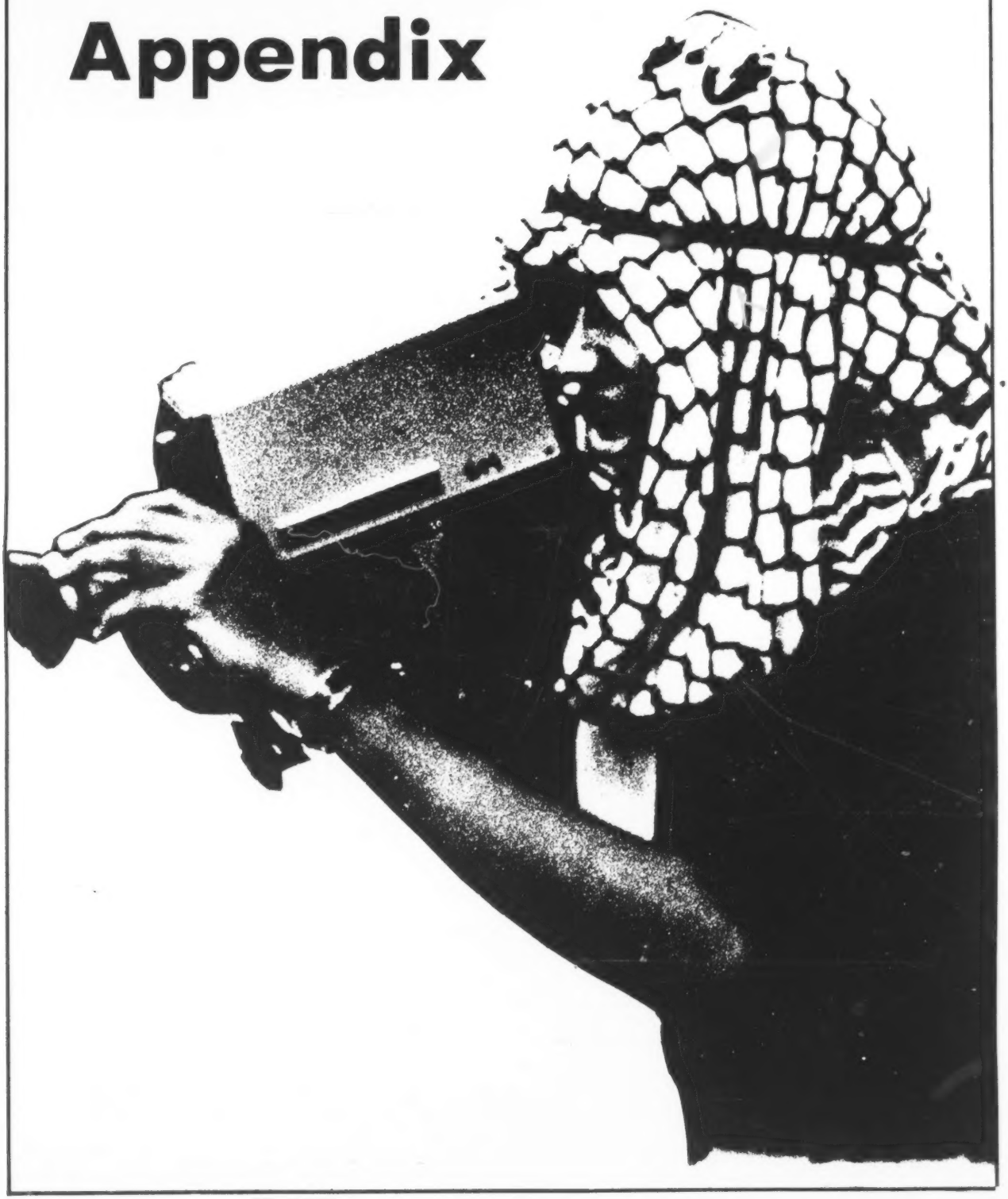
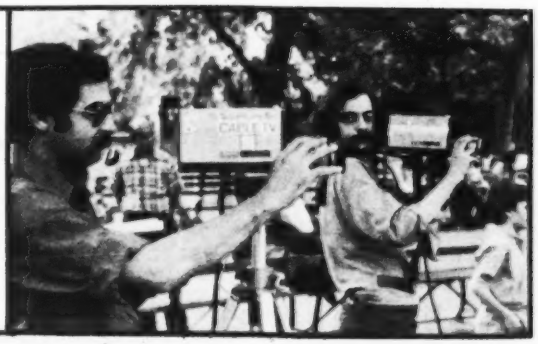
Appendix



17. Public Access Participants and Acknowledgements



I. General Coordinating Committee

Carol Anshien, West Side Video Alliance
Howard Gutstadt, Survival Arts Media
Charles I. Levine, Filmmakers Co-op
James Smith, Genus Project

II. Programming Committee

Elaine Boly, Voodoo-People's Communication Network
Alexandra Cushing, Open Channel
Molly Hughes, Survival Arts Media
Sandy Isler
Ben Levine, Survival Arts Media
Barry Rebo, Space Video Arts
James Smith, Genus Project

III. Live Programming Committee

Cary Fisher, Communitel
Ben Levine, Survival Arts Media
Richard Skidmore, Survival Arts Media

IV. Technical Staff

Steve Barron
Norman Bauman
John Brumage, CTL Electronics
Janice Cohen
Cary Fisher, Communitel
Bart Friedman, Videofreex
Steve Fuller
Cynthia Grey
Howie Gutstadt, Survival Arts Media
Ed Johnson
Arnie Klein, Access Consultant
Peter Lerner, N.Y. Institute of Photography
Susan Milano
Barry Orton
Mark Sherman
Elon Soltes, April Video Cooperative
Larry Storch
Stu Troy
Marc Weiss
Carol Zeitlin, April Video Cooperative
Joel Gold, Alternate Media Center

V. Promotion Committee

Sally Campbell, West Side Women's Center
Maxi Cohen, Alternate Media Center
Mike Frank, Survival Arts Media
Richard Skidmore, Survival Arts Media
Bill Stephens, Voodoo-People's Communications Network
Joel Gold, Alternate Media Center

VI. Viewing Center Coordinating Committee

Emma Cohn, Young Adult Services, New York Public Library
Phyllis Johnson, Alternate Media Center
Ben Levine, Survival Arts Media
Carol Zeitlin, April Video Cooperative

VII. Directors of Viewing Centers
Viewing Center Locations
(S=Sterling area; T=Teleprompter)

Lynda Meyer, Survival Arts Media
Carol Zeitlin, April Video Cooperative

P.S. 20: Essex & Stanton Streets. (S)

Phyllis Johnson, Alternate Media Center

Washington Square Village Bldg.#3: Bleeker St. & LaGuardia Place (S)

Ben Levine, Survival Arts Media
Bellevue Hospital: First Avenue and 28th Street. (S)

Art Cunningham
West Side YMCA: 5 West 63rd St. (S)

Jim Smith, Genus Project
Automation House: 49 East 68th St. (S)

Arnie Klein, Access Consultant
Central Park Mall: near Bethesda Fountain (T)

Liz Sweetnam, West Side Women's Center
West Side Women's Center: 210 West 82nd Street (T)

Tom Bigornia, West Side Video Alliance
St. Matthew's & St. Timothy's Church: 24 West 84th Street (T)

Alexandra Cushing, Open Channel
Museum of the City of N.Y.: Fifth Avenue and 105th Street (T)

Henry Pearson, TelePrompter
TelePrompter Storefront: 60 West 125th Street (T)

Bill Stephens, Voodoo--People's Communication Network
Harlem Community Viewing Center: 2203 Seventh Avenue (T)

Mike Lipkin, City College Video Collective
Knickerbocker Hospital: 70 Convent Avenue (T)

John Kelly, Teacher's College
Horace Mann Hall: 525 West 120th Street (T)

Emma Cohn: Libraries

Margret Whiting
Washington Heights Library: 1000 St. Nicholas Avenue (T)

Mary Brown
Inwood Library: 4790 Broadway (T)

Wendell Ray
County Cullen Library: 104 West 136th Street (T)

Bill Stephens, Ricki Sturdavan
Harlem Prep School: 2535 Eighth Avenue (T)

Carol Anshien, West Side Video
Charles I. Levine, Filmmakers Co-op
Richard Skidmore, Survival Arts Media
179th Street Studio: 1365 St. Nicholas Avenue (T)

■ ■ ■ ■ ■ ■ ■ ■

Our thanks to:

Hardware and Services donated by:

CTL Electronics
MPCS Communications
Technisphere

Sterling/Manhattan Personnel:

John Sanfratello, Program Director
Steve Lawrence, Public Access Programming
Fred McBride, Chief Engineer

TelePrompter Personnel:

Henry Pearson, Assistant General Manager
Charlotte Schiff-Jones, Director of Community Relations
Bob Blyer, Director of Programming
Peter Hess, Director of News Department
Sy Yoskowitz, Supervising Engineer
Perry Levine, Supervising Engineer
Peter Schuler, Chief Technician
Jim Lee, Master Control Director
Trygve Lund, Master Control Director
Carolyn McCormack, Production Assistant

New York Switchboard

18. Franchise

BOARD OF ESTIMATE

Notice of Public Hearing

FRANCHISE MATTERS

PUBLIC NOTICE IS HEREBY GIVEN PURsuant to law, that at a meeting of the Board of Estimate held this day, the following resolutions were adopted:

Whereas, By petition dated October 19, 1964, Teleprompter Corporation made application to the Board of Estimate for a franchise to install, operate and maintain a Community Antenna Television system; and

Whereas, Said Board duly adopted a resolution on November 19, 1964 (Cal. No. 72), fixing December 3, 1964 as the date for a public hearing on said petition, and said petition and notice of such public hearing were duly published; and

Whereas, The Board continued the public hearing on said petition to January 14, 1965; and

Whereas, The Board duly closed said hearing on January 14, 1965; and

Whereas, Said Board has made inquiry as to the money value of the franchise applied for and proposed to be granted to the Company and as to the adequacy of the compensation proposed to be paid therefor; and

Whereas, Said Board has embodied the results of such inquiry in the accompanying form of contract, with all the terms and conditions, including the provisions as to rates and charges; now, therefore, be it

Resolved, That such proposed form of contract, together with the accompanying form of resolution authorizing the same, be and they are hereby entered on the minutes of this Board; and, be it further

Resolved, That a public hearing on such proposed contract, together with said resolution authorizing the same be held at a meeting of said Board on the 23rd day of July, 1970, in Room 16, City Hall, Borough of Manhattan, City of New York; and, be it further

Resolved, That immediately prior to such public hearing said proposed contract and proposed resolution, with notice thereof, be published in full for at least fifteen (15) days (except Sundays and Legal Holidays) in THE CITY RECORD, and that a notice of such hearing in the following form be published at least twice at the expense of Teleprompter Corporation in the two newspapers designated by the Mayor:

PUBLIC NOTICE IS HEREBY GIVEN PURsuant to law, that the Board of Estimate on Thursday, July 23, 1970, at 10:30 a.m., will hold a public hearing at a meeting of said Board to be held in Room 16, City Hall, Borough of Manhattan, City of New York, on a proposed contract, together with the form of resolution authorizing the same, granting Teleprompter Corporation and its subsidiary, Teleprompter Manhattan CATV Corporation, a franchise to install, operate and maintain a Community Antenna Television system within a certain area in the Borough of Manhattan, all as more particularly described in said proposed contract.

Copies of such documents may be examined or obtained at the Bureau of Franchises of said Board, Room 1307, Municipal Building, Centre and Chambers Streets, Borough of Manhattan, City of New York.

TELEPROMPTER CORPORATION

PROPOSED FORM OF CONTRACT

This is a contract, executed in duplicate this day of , 1970 between The City of New York (the "City") by the Mayor of the City (the "Mayor"), acting in accordance with the authority of the Board of Estimate of the City (the "Board"), party of the first part, and Teleprompter Corporation and its subsidiary, Teleprompter Manhattan CATV Corporation, both organized and existing under the Laws of the State of New York (both hereinafter referred to as the "Company"), parties of the second part,

WITNESSETH:

Whereas, Teleprompter Corporation by petition dated October 19, 1964, applied to the Board for a franchise to install, operate and maintain a Community Antenna Television system; and

Whereas, Said Board adopted a resolution on November 19, 1964 (Cal. No. 72), fixing the date for a public hearing on said petition as December 3, 1964, said petition and notice of public hearing thereon were duly published, and said hearing was held and continued to January 14, 1965 and closed on that date; and

Whereas, Said Board adopted a resolution on December 2, 1965 (Cal. No. 128) authorizing Teleprompter Corporation to install, maintain and operate a Community Antenna Television System within a certain area comprising roughly the northern half of the Borough of Manhattan for an interim period terminating on December 31, 1967 (the "consent") and

Whereas, By a resolution adopted by said Board on June 10, 1966 (Cal. No. 44) consent was granted to the assignment of the consent to Teleprompter Manhattan CATV Corporation, a subsidiary of Teleprompter Corporation, and

Whereas, By modifying resolutions of November 22, 1967 (Cal. No. 130-A), December 19, 1968 (Cal. No. 41), December 18, 1969 (Cal. No. 243-A) and March 12, 1970 (Cal. No. 169-B) the consent was extended for periods expiring June 30, 1970 and the Company was granted permission to originate certain types of programs; and

Whereas, Said Board has made inquiry as to the money value of the proposed franchise contract and the adequacy of the compensation proposed to be paid therefor; and

Whereas, Said Board did embody the results of such inquiry in this contract and has caused this contract to be spread upon the minutes of the Board on June 18, 1970 together with the proposed resolution for the grant thereof and did fix the 23rd day of July 1970, for a public hearing thereon, at which citizens should be entitled to appear and be heard; and

Whereas, Prior to said hearing, notice thereof and the proposed contract and proposed resolution authorizing this contract were published in full for at least fifteen (15) days (except Sundays and Legal Holidays) immediately prior thereto in THE CITY RECORD and notice of such hearing, together with the place where copies of the proposed contract and resolution of consent thereto might be obtained by all those interested therein, was published at least twice, at the expense of the Company, in the two newspapers designated by the Mayor and said hearing was duly held and closed on said date;

Now, therefore, The parties hereto do hereby mutually covenant and agree as follows:

SECTION 1. DEFINED TERMS

Unless the context clearly indicates that a different meaning is intended:

(a) "Comptroller" means the Comptroller of the City.

(b) "Director of Communications" means the Director of Communications Service of the City.

(c) "Director of Franchises" means the Director of the Bureau of Franchises of the Board.

(d) "Streets" means streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads,

wharves, piers, and public grounds or waters within or belonging to the City.

(e) "Person" means person, firm, corporation, or association, and any other legally recognized entity.

(f) "District" means that area within the Borough of Manhattan from the North side of East 86th Street and the North side of West 79th Street (Fifth Avenue dividing East from West) to the Harlem River and between the Hudson River and the East River, excluding Welfare Island.

(g) "Gross Receipts" means all revenue derived directly or indirectly by the Company, its affiliates, subsidiaries, parents, and any person in which the Company has a financial interest, from or in connection with the operation of the System pursuant to this contract, excluding, however, revenues derived from provision of a separate service which uses the System for transmission but including an amount equivalent to what an outside party would have paid for such transmission.

(h) "Residential Subscriber" means a purchaser of any service delivered over the System to an individual dwelling unit, where the service is not to be utilized in connection with a business, trade, or profession.

(i) "System" means the broadband communications facility which is to be constructed, operated and maintained by the Company pursuant to this contract.

(j) "Basic Service" means the simultaneous delivery by the Company to television receivers (or any other suitable type of audio-video communication receivers), of all subscribers in the District of all signals of over-the-air television broadcasters required by the Federal Communications Commission (hereafter "F.C.C.") to be carried by a community antenna television system as defined by the F.C.C.; the Company Channel; City Channels except as may be designated for special purposes by the Director of Communications; Public Channels; and Additional Channels at the option of the Company.

(k) "Additional Service" means any communications service other than Basic Service, provided over its System by the Company directly or as a carrier for its subsidiaries, affiliates or any other person engaged in communications services including, by way of example but not limited to, burglar alarm, data or other electronic intelligence transmission, facsimile reproduction, reading, and home shopping.

(l) "Converter" means an electronic device which converts signals to a frequency not susceptible to interference within the television receiver of a subscriber, and by an appropriate channel selector also permits a subscriber to view all signals delivered at designated dial locations.

(m) "Channel" means a band of frequencies 6 megahertz wide in the electromagnetic spectrum which is capable of carrying either one audio-video television signal and a number of non-video signals, or several thousand non-video signals.

(n) "City Channels" means channels on the System which are reserved by this contract for use by the City.

(o) "Public Channels" means channels on the System which are reserved by this contract for carriage of program material provided by persons who lease channel time and, if necessary, studio facilities, from the Company for the presentation of programs in accordance with Section 4(e) of this contract.

(p) "Company Channel" means the channel on the System which is reserved by this contract for the carriage of program material originated by the Company or by another person in accordance with the F.C.C.'s cablecasting rules and regulations.

(q) "Additional Channels" means the channels on the System so designated in this contract which the Company may use for such purposes as automated programming. Additional Service, over-the-air television broadcasts authorized but not required by the F.C.C. to be carried on the Company's System, or other video and/or audio programming but excluding Pay Television except as it may be authorized in the future pursuant to Section 4(l).

(r) "Pay Television" means the delivery over the System of video signals in intelligible form to Residential Subscribers for a fee or charge (over and above the charge for Basic Service) on a per program, per channel or other subscription basis.

SECTION 2. GRANT

(a) The City hereby grants the Company a franchise for the occupation or use of the streets within the District for the construction, operation and maintenance of a System.

(b) The franchise shall commence on the effective date of this contract and continue for a period of twenty (20) years, unless sooner terminated as herein provided.

(c) Nothing in this contract shall affect the right of the City to grant to any other person a franchise or right to occupy and use the streets or any part thereof for the construction, operation, and maintenance of a broadband communications facility within the District or elsewhere, and the Company shall not take a legal position contesting the Board's right to authorize such use of the streets or any part thereof; provided, however, that nothing contained in this subdivision shall prohibit the Company from appearing before the Board and being heard on any application for the grant of such right.

(d) Nothing in this contract shall be in preference or hinderance to the right of the City or any board, authority, commission or public benefit corporation to perform or carry on any public works or public improvements of any description, including all work authorized by the New York State Rapid Transit Law, and should the System in any way interfere with the construction, maintenance, or repair of such public works or public improvements, the Company shall, at its own cost and expense, protect or relocate its System, or part thereof, as reasonably directed by the City officials, board, authority, commission or public benefit corporation.

(e) Nothing in this contract shall be construed as a waiver of the City's right to require any person utilizing the System to secure a franchise, consent or other appropriate permission authorizing such use.

SECTION 3. CONSTRUCTION AND INSTALLATION OF SYSTEM

(a) The Company shall immediately make arrangements so that its System transmits at least seventeen (17) channels for delivery to Residential Subscribers as soon as possible but no later than July 1, 1971. Within three (3) years from the effective date of this contract, the System shall be capable of transmitting at least twenty-four (24) channels for delivery to Residential Subscribers.

(b) The Company shall provide all new Residential Subscribers to Basic Service with a converter for each outlet having a capacity of at least twenty-four (24) channels, and, no later than December 31, 1971, shall have provided such a converter for all outlets of Residential Subscribers to Basic Service who have no converter or a converter of lesser capacity. If the Company should fail to comply with this subdivision, the Director of Franchises and the Director of Communications, as soon as is practical after December 31, 1971, shall recommend to the Board such action as they deem appropriate to secure rapid and complete compliance. The Board may thereupon impose whatever rate reductions for Residential Subscribers and/or whatever other measures it determines, in its sole judgment, will assure such rapid and complete compliance. In any presentation the Company may address to the Board in mitigation of its non-compliance, the Company shall have the burden of establishing that non-compliance resulted from factors beyond its control.

(c) The Company shall extend the installation of cables, amplifiers and related equipment throughout the District as rapidly as is practicable. Within four (4) years from the effective date of this contract, the Company's trunk line installations of cable, amplifiers and related equipment shall be capable of providing Basic Service to every block within the District. Thereafter, the Board may impose such further construction obligations as are necessary to bring Basic Service to any building within the District.

(d) For the purpose of permitting the trans-

mission of signals throughout the City the Company shall interconnect its System with any other broadband communications facility authorized by the Board to operate in an adjacent district. Such interconnection shall be made within sixty (60) days from the effective date of this contract with the System presently operated in the southern portion of Manhattan by Sterling Information Services, Ltd. Within four (4) years the Company's System shall be capable of interconnection with any broadband communications facility authorized by the Board in an adjacent district and with any adjacent community antenna television system (as defined by the F.C.C.) outside the City; actual interconection may be ordered by the Director of Franchises upon reasonable terms and conditions.

(e) For the purpose of permitting the simultaneous transmission into any one or more subdistricts of isolated, discrete signals of City Channels, Public Channels, and the Company Channel, the Company shall within four (4) years from the effective date of this contract have arranged the System so that it is capable of such transmission to no less than ten (10) subdistricts, each containing approximately the same number of dwelling units. Furthermore, the Company shall immediately undertake the development of a plan to divide the District into the greatest number of subdistricts possible, which subdistricts may be variously combined so as to constitute neighborhood communities, school districts, Congressional districts, State Senate and Assembly districts, and the like, for the simultaneous transmission into any one or more of such subdistricts of such isolated, discrete signals. Such plan shall be submitted to the Director of Franchises within a reasonable time after the effective date of this contract. The Director shall approve or modify such plan giving due regard to economic, technological and engineering considerations. Within a reasonable time thereafter, such plan shall be implemented and the System be capable of simultaneous transmission of such isolated signals. It is the intention of the parties under this subdivision that the System be capable of simultaneous delivery of different programming to each subdistrict at the same dial locations.

(f) Without charge to the City, the Company shall provide all facilities necesary to pick up the signals of City Channels and transmit them throughout the System from a studio whose location in the District shall be designated by the Director of Communications after consultation with the Company.

(g) For the installation of its System in the streets, the Company shall utilize the underground facilities of Empire City Subway Company, Ltd. However (and without prejudice to either the Company's or the City's rights to require provision of such facilities), in the event that such facilities are not made available within a reasonable time, as determined by the Company in light of the time frames established by this contract, and such event is not occasioned by the fault or neglect of the Company, the Company may install its System in any other manner, subject, however, to the prior approval of the governmental agencies having jurisdiction over such other manner of installation.

(h) The Company shall undertake any construction and installation as may be necessary to keep pace with the latest developments in the state of the art, whether with respect to increasing channel capacity, furnishing improved converters, instituting two-way services, or otherwise.

SECTION 4. OPERATION

(a) Upon the reasonable request for service by any person located within the District, the Company shall promptly furnish the requested service to such person. A request for service shall be unreasonable, for the purpose of this subdivision, if occurring within four (4) years from the effective date of this contract and no trunk line installation capable of servicing that person's block has as yet been installed, or, if occurring at any time and direct access cannot be obtained to such person's premises and all other means of access are highly impracticable.

(b) As soon as possible, but in no event later than July 1, 1971, the Company shall transmit over the System the signals of at least seventeen (17) channels at the following dial locations:

2—WCBS
3—WNYC
4—WNBC
5—WNEW
6—WNYE
7—WABC
8—WNJU
9—WOR
10—Company Channel
11—WPIX
12—WXTV
13—WNDT
A—City Channel
B—City Channel
C—Public Channel
D—Public Channel
E—Additional Channel

(c) As the channel capacity of the System is increased beyond seventeen (17) channels new channels shall be allocated in the following sequence: one (1) City Channel, two (2) Public Channels and three (3) Additional Channels. The Director of Communications shall designate dial locations as he deems appropriate for all new channels.

(d) The Company shall transmit and deliver over City Channels the signals designated therefor by the Director of Communications either as part of Basic Service or for such other purpose, and to such locations, as he designates.

(e) For the presentation of programming on Public Channels, the Company shall lease time and, if necessary, adequate studio facilities to members of the public at rates filed pursuant to Section 6 of this contract, and pursuant to rules and regulations promulgated by the Director of Franchises. Appropriate technical assistance shall also be furnished by the Company. Time shall be leased on a first-come, first-served basis, except that the Company shall endeavor to lease such channel time to as many different persons as is practical, it being the intent of the parties that such Public Channels serve as a significant source of diversified expression. In order that there be a maximum opportunity for freedom of expression by members of the public, such programming shall be free from any control by the Company as to program content, except as is required to protect the Company from liability under applicable law. The Director of Franchises may direct that the Company discontinue, or not deliver, a program on the Public Channels which he finds to be essentially promotional or otherwise related primarily to the conduct of a business, trade, or profession; provided, however, that this provision shall not be construed as a prohibition of advertiser-supported programming on Public Channels. Such a direction shall not prejudice any person's right to utilize any other transmission service offered by the Company.

(f) Priority on Additional Channels shall be given to the use of the System's transmission capability by persons other than the Company, its subsidiaries and affiliates, to provide auxiliary communications services of kinds different from those provided over the other types of Channels specified herein. There shall be open, non-discriminatory access to such Channels within the limits of available capacity. However, to the extent such channels are not so used, they may be used for audio-video programming by others who lease time segments thereon or for auxiliary services rendered by the Company, its subsidiaries or affiliates. When any of such channels are used for audio-video programming, the Company may determine the reasonable length of time segments to be leased, impose reasonable limitations on the general type of programs for which such segments are made available, and itself use segments which it is unable to lease to other persons. If at any time after five years from the effective date of this contract the Board determines, following a public hearing on notice, that rendition of any auxiliary service by the Company or a subsidiary or affiliate has tended to create a monopoly or to restrain trade, the Board may issue such direction relating thereto as it deems appropriate to protect the public interest, including an order to discontinue one or more particular services or to divest any financial inter-

est in the entity operating such service or services within a reasonable time.

(g) The Company shall provide Basic Service to one outlet on each floor of all prisons, reformatories, detention centers, hospitals, police and fire stations, day care centers and public schools located in the District, without any charge therefor (irrespective of any existing agreement between the Company and such institution).

(h) At those daily time segments during which no signals are transmitted over Public Channels or City Channels, the Company may utilize such channels for any purpose consistent with the provisions of this contract. Upon request of the Company, the Director of Communications shall notify the Company as far in advance as is practical of any contemplated fallow time on City channels.

(i) In the event of an emergency situation, as determined by the Director of Communications, the City may interrupt signals otherwise being distributed by the Company for the delivery of signals necessitated by such emergency.

(j) In the operation of its System, the Company shall not interfere in any way with the signals of any electrical system located in buildings which house any part of the System, and shall not deprive an inhabitant of any building, by contract or otherwise, of any existing right he may have to utilize an individual or master antenna for the purpose of receiving television signals. In addition, the Company shall not utilize any existing master antenna distribution system for distribution of its signals unless permitted by concurrence of the Director of Franchises and the Director of Communications.

(k) The Company shall furnish to its subscribers and customers for all services the best possible signals available under the circumstances existing at the time, to the satisfaciton of the Director of Communications, and shall provide quality reception of its Basic Service to each subscriber so that both sound and picture are produced free from visible and audible distortion and ghost images on standard television receivers in good repair.

(l) The Company shall not engage in Pay Television, nor shall it deliver signals of any person engaged in Pay Television, unless and until affirmatively authorized by the F.C.C. It is understood by the parties that the failure of the F.C.C. to prohibit Pay Television, as is presently the case, shall not constitute such an affirmative authorization. When and if so authorized, the Company shall not engage in, nor deliver the signals of any person engaged in, Pay Television until the amount of compensation payable to the City by the Company or other person engaged in Pay Television has been fixed by the Board. Such compensation shall not exceed twenty-five (25) percent of the Gross Receipts attributable to such Pay Television. The Director of Communications shall thereafter designate a dial location therefor.

(m) In the operation of the Company Channel, the Company shall provide, on a non-discriminatory basis, a reasonable amount of free time to legally qualified candidates for public office.

SECTION 5. MAINTENANCE

(a) The Company shall put, keep and maintain all parts of the System in good condition throughout the term of this contract.

(b) The Company shall respond to all service calls within twenty-four (24) hours and correct malfunctions as promptly as possible, but in all events within forty-eight (48) hours after notice thereof. For that purpose, the Company shall maintain a competent staff of employees sufficient to provide adequate and prompt service to its subscribers.

(c) Except where there exists an emergency situation necessitating a more expedited procedure, the Company may interrupt service, for the purpose of repair or upgrading of the System, only during periods of minimum use, and only after forty-eight (48) hours minimum notice to its subscribers.

(d) The Company shall not repair residential television receivers.

SECTION 6. RATES

(a) Rates for Basic Service to Residential Subscribers shall not exceed the following amounts:

1. For service, $5 a month for the first outlet and $1 a month for each additional outlet.

2. For each converter, $1 a month.

3. For installation of each outlet, $9.95 and for moving and reconnecting an outlet, $9.95.

(b) Rates for FM radio service to Residential Subscribers shall not exceed the following amounts:

1. For service, $5 a month for the first outlet, $1 a month for each additional outlet. The first outlet shall be considered, for the purpose of rates, an additional outlet if the subscriber receives Basic Service.

2. For installation of each outlet, $9.95 and for moving and reconnecting an outlet, $9.95. The rate for any device similar to a converter shall be subject to the approval of the Director of Franchises, who shall not unreasonably withhold such approval.

(c) The Company shall file with the Director of Franchises schedules which shall describe all services offered, all rates and charges of any kind, and all terms or conditions relating thereto. No rates or charges shall be made except as they appear on a schedule so filed.

(d) All rates, charges, and terms or conditions relating thereto shall be non-discriminatory.

(e) The Board may at any time increase or decrease any rate, require discontinuance of any scheduled service, or revise or delete any term or condition applicable thereto upon a determination, made after a public hearing following notice to the Company, that a particular rate, service or term or condition (1) explicitly or implicitly violates this contract or (2) has the effect of unreasonably restricting the use of Public Channels.

(f) The Board may reduce rates for Basic Service at any time after five (5) years from the effective date of this contract and rates for Additional Service after eight (8) years from the effective date of this contract upon a determination, made after a public hearing following notice to the Company, that such rates or a particular rate can be reduced without impairing the ability of the Company to render service and derive a reasonable profit therefrom.

(g) Unless the Board otherwise provides, all changes made pursuant to subdivisions (e) and (f) of this Section shall be effective for a minimum of three (3) years.

(h) No charge shall be made to the City for its use of City Channels or for the construction or operation of a means for getting signals from the studio designated pursuant to Section 3 (f) into the System.

(i) The charge for Basic Service to any board, bureau or department of the City, or other governmental body, or any public benefit corporation for Basic Service in addition to any such service provided free of charge shall be seventy-five percent (75%) of the charge for Basic Service to Residential Subscribers.

(j) The Company shall provide the City with Additional Service at a charge to the City not to exceed sixty-six and two-thirds percent (66⅔%) of the tariff charge for similar service offered by the appropriate communications common carrier operating within the District.

SECTION 7. COMPENSATION

(a) As compensation for this franchise the Company shall pay the City amounts equal to the following:

(i) Five percent (5%) of its Gross Receipts from provision of Basic Service to Residential Subscribers, starting on the effective date of this contract, but not less than the following minimums for the calendar years specified:

1971	$ 75,000
1972	100,000
1973	125,000
1974	150,000
1975	175,000
1976	200,000
1977	250,000
1978	300,000
1979-1989	350,000
1990	350,000 prorated from January 1 to the twentieth anniversary of this contract; and

(ii) Ten percent (10%) of all its other Gross Receipts; and

(iii) When and if Pay Television is authorized,

the percentage of the Gross Receipts therefrom, or other compensation, determined pursuant to Section 4 (1).

(b) The Company shall pay the minimum amounts set forth in subdivision (a) (i) of this Section before January 1 of each year.

(c) The Company shall report, in such detail as the Comptroller may require, before the twentieth (20th) day of each January, April, July and October its Gross Receipts for the preceding calendar quarter and shall remit therewith:

(i) the amount by which the five percent (5%) referred to in subdivision (a) (i) of this Section for the calendar year, through such calendar quarter, exceeds the applicable minimum;

(ii) the amount due under subdivision (a) (li) of this Section; and

(iii) any amounts due under subdivision (a) (iii) of this Section.

(d) Within thirty (30) days from the effective date of this contract, the Company shall pay the City all monies due and owing to the City under the provisions of a resolution adopted by the Board on December 2, 1965 (Cal. No. 128), as amended.

(e) In the event that any payment is not made on or before the applicable date fixed in subdivisions (b), (c) and (d), interest on such payment shall apply from such date at two percent (2%) above the then prime rate of interest.

(f) All payments due the City shall be made to the Department of Finance of the City and delivered to the office designated therefor by such Department.

(g) In the event the Company continues the operation of any part or all of the System beyond the cancellation or expiration of this contract, it shall pay to the City the compensation as set forth in this contract at the rate in effect at the time of such cancellation or expiration, and in the manner set forth in this contract, together with all taxes it would have been required to pay had its operations been duly authorized.

(h) Payments of compensation made by the Company to the City pursuant to the provisions of this contract shall not be considered in the nature of a tax, but shall be in addition to any and all taxes which are now or hereafter required to be paid by any law of the State of New York, the City, or the United States.

SECTION 8. SUPERVISION BY THE CITY

(a) The Company shall construct, operate and maintain the System subject to the supervision of all of the authorities of the City who have jurisdiction in such matters, and in strict compliance with all laws, ordinances, departmental rules and regulations affecting the System.

(b) The System, and all parts thereof, shall be subject to the right of periodic inspection by the City.

(c) No construction, reconstruction or relocation of the System, or any part thereof, within the streets shall be commenced until written permits have been obtained from the proper City officials. In any permit so issued, such officials may impose such conditions and regulations as a condition of the granting of the same as are necessary for the purpose of protecting any structures in the streets and for the proper restoration of such streets and structures, and for the protection of the public and the continuity of pedestrian and vehicular traffic.

(d) The Director of Franchises, after consultation with the Director of Communications, may, from time to time, issue such reasonable rules and regulations concerning the construction, operation and maintenance of the System as are consistent with the provisions of this contract.

(e) After consultation with the Director of Communications, if the Director of Franchises determines, giving due regard to technological limitations, that any part or all of the System should be improved or upgraded (including, without limitation, the increasing of channel capacity, the furnishing of improved converters, and the institution of two-way transmission), he may order such improvement or upgrading of the System to be effected by the Company within a reasonable time thereafter. If the Company disputes any such determination or the reasonable time within which it is to be implemented, it may, within twenty (20) days after the issuance of such order, demand that the matter be arbitrated pursuant to Section 20 of this contract.

(f) If at any time the powers of the Board, or any agency or official of the City or the Board are transferred by law to any other board, authority, agency, or official, then such other board, authority, agency, or official shall have the powers, rights and duties previously vested under this contract or by law in the Board, or any agency or official of the City or the Board.

SECTION 9. CITY PROPERTY

(a) Should the grades or lines of the streets which the Company is hereby authorized to use and occupy be changed at any time during the term of this contract, the Company shall, if necessary, at its own cost and expense, relocate or change its System so as to conform with such new grades or lines.

(b) Any alteration to the water mains, sewerage or drainage system or to any other municipal structures in the streets required on account of the presence of the System in the streets shall be made at the sole cost and expense of the Company. During any work of constructing, operating or maintaining of the System, the Company shall also, at its own cost and expense, protect any and all existing structures belonging to the City. All work performed by the Company pursuant to this subdivision shall be done in the manner prescribed by the City officials having jurisdiction therein.

SECTION 10. REPORTS

(a) Within six (6) months from the effective date of this contract, the Company shall submit to the Bureau of Franchises a plan of the entire District indicating the date on which the Company expects the installation of the System will be completed and available for service to subscribers in the various areas of the District.

(b) The Company shall furnish the Bureau of Franchises with progress reports indicating in detail the area of construction of the System. Such periodic reports shall be furnished at six (6) month intervals, the first report to be made one (1) year from the effective date of this contract.

(c) On or before each of the dates on which payments pursuant to this contract are to be made, and within sixty (60) days after the expiration or cancellation of this franchise, and at such other times as the Comptroller shall designate, the Company shall furnish and deliver to the Comptroller verified or certified reports of its business and operations hereunder and gross receipts derived therefrom in such form and in such detail as the Comptroller may prescribe.

(d) Within five (5) days after the Company, its affiliates and/or subsidiaries have filed a report, petition, or communication with any City, State or Federal agency pertaining to any aspect of operations hereunder or the financial arrangements therefor, it shall file a copy of such report, petition or communication with the Board.

(e) The Company shall submit a certified annual report to the Board not later than May 1 in each year, for the annual fiscal period ending December 31 of the preceding year. At any other time, upon request of the Board, the Company shall submit any further information in regard to the business of the Company as may be required by the Board.

(f) For the purpose of the City's evaluation of the operation of the Additional Channels, the Company shall file monthly with the Board a report or log describing the use being made, and the users, of such channels.

(g) On November 30, 1971 the Company shall file with the Director of Franchises a certified report setting forth those Residential Subscribers, if any, who have not received a converter having a capacity of at least twenty-four (24) channels, and the reason why such converters have not been so provided, and the date on which such converters will be so provided.

SECTION 11.
BOOKS AND RECORDS OF THE COMPANY

(a) The Company shall maintain an office in the District for so long as it continues to operate the System or any portion thereof and hereby designates such office as the place where all notices, directions, orders, and requests may be served or delivered under this contract. The Board shall be

notified of the location of such office or any change thereof.

(b) The Company shall keep complete and accurate books of account and records of its business and operations under and in connection with this franchise.

(c) The Board and the Comptroller, or their representatives, shall have access to all books of account and records of the Company for the purpose of ascertaining the correctness of any and all reports and may examine its officers and employees under oath in respect thereto.

(d) Any false entry in the books of account or records of the Company, or false statement in the reports to the Board or the Comptroller as to a material fact, knowingly made by the Company, shall constitute the breach of a material provision of this contract.

SECTION 12. LIABILITY FOR DAMAGES

(a) Except for any liability which may accrue to the City with regard to its programming on any City Channels, the Company shall indemnify and hold the City harmless from all liability, damage, cost or expense (including reasonable attorneys' fees) arising from claims for injury to persons or damage to property occasioned by reason of any conduct undertaken by reason of this franchise, irrespective of any negligence or fault of the City, its agents or employees. It is a condition of this franchise that the City shall not and does not by reason of this franchise assume any liability of the Company whatsoever for injury to persons or damage to property.

(b) Within five (5) days after the effective date of this contract, the Company shall file with the Comptroller and maintain on file throughout the term of this franchise a liability insurance policy issued by a company duly authorized to do business in this State, insuring the City and the Company, with respect to the installation, operation and maintenance of the System.

1. For bodily injury, including death, in:

(i) the minimum amount of $500,000 for any one person, and

(ii) the minimum amount of $2,000,000 for any one accident, and

2. For property damage in the minimum amount of $300,000, and

3. For damages resulting from any liability of any nature that may arise from or be occasioned by any matter contained in or resulting from the transmission of any communication over the System, excepting City programming on City Channels in the minimum amount of $2,500,000. The Board reserves the right to increase the amount of insurance coverage herein at any time. Nothing herein is intended as a limitation on the extent of any legal liability of the Company.

SECTION 13. SECURITY FUND

(a) Within ten (10) days after the effective date of this contract, the Company shall deposit with the Comptroller, and maintain on deposit through the term of this contract, the sum of Two Hundred Fifty Thousand ($250,000) dollars in monies or securities, as security for the faithful performance by it of all the provisions of this contract, and compliance with all orders, permits and directions of any agency of the City having jurisdiction over its acts or defaults under this contract, and the payment by the Company of any claims, liens and taxes due the City which arise by reason of the construction, operation or maintenance of the System.

(b) Within ten (10) days after notice to it that any amount has been withdrawn from the security fund deposited pursuant to subdivision (a) of this Section, the Company shall pay to, or deposit with, the Comptroller a sum of money or securities sufficient to restore such security fund to the original amount of Two Hundred Fifty Thousand ($250,000) dollars.

(c) If the Company fails to pay to the City any compensation within the time fixed herein; or, fails, after ten (10) days notice to pay to the City any taxes due and unpaid; or, fails to repay to the City, within such ten (10) days, any damages, costs or expenses which the City shall be compelled to pay by reason of any act or default of the Company in connection with this franchise; or, fails, after three (3) days notice of such failure by the Director of Franchises, to comply with any provision of this contract which the Director of Franchises reasonably determines can be remedied by an expenditure of the security, the Comptroller may immediately withdraw the amount thereof, with interest and any penalties, from the security fund. Upon such withdrawal, the Comptroller shall notify the Company of the amount and date thereof.

(d) The security fund deposited pursuant to this Section shall become the property of the City in the event that this contract is cancelled by reason of the default of the Company. The Company, however, shall be entitled to the return of such security fund, or portion thereof, as remains on deposit with the Comptroller at the expiration of the term of this contract, provided that there is then no outstanding default on the part of the Company.

(e) The rights reserved to the City with respect to the security fund are in addition to all other rights of the City, whether reserved by this contract or authorized by law, and no action, proceeding or exercise of a right with respect to such security fund shall affect any other right the City may have.

SECTION 14. EMPLOYMENT REGULATIONS

(a) The Company shall recognize the right of its employees to bargain collectively through representatives of their own choosing, and at all times shall recognize and deal with the representatives duly designated or selected by the majority of its employees as the sole bargaining agents of such employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment, and shall not dominate, interfere with or participate in the union or association of its employees.

(b) The Company will not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment because of age, race, creed, color, national origin or sex.

SECTION 15. FORECLOSURE

Upon the foreclosure or other judicial sale of all or a substantial part of the System, or upon the termination of any lease covering all or a substantial part of the System, the Company shall notify the Board of such fact, and such notification shall be treated as a notification that a change in control of the Company has taken place, and the provisions of Section 17 (c) of this contract, governing the consent of the Board to such change in control of the Company, shall apply.

SECTION 16. RECEIVERSHIP

The Board shall have the right to cancel this franchise one hundred and twenty (120) days after the appointment of a receiver, or trustee, to take over and conduct the business of the Company, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred and twenty (120) days, or unless:

1. within one hundred and twenty (120) days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this contract and remedied all defaults thereunder; and,

2. such receiver or trustee, within said one hundred and twenty (120) days, shall have executed an agreement, duly approved by the court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this contract.

SECTION 17. RESTRICTIONS AGAINST ASSIGNMENT

(a) This franchise shall not be assigned or transferred, either in whole or in part, or leased, sublet, or mortgaged in any manner, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, either by the act of the Company or by operation of law, without the consent of the Board. The granting, giving or waiving of any one or more of such consents shall not render unnecessary any subsequent consent or consents.

(b) The consent or approval of the Board to any assignment, lease, transfer, sublease, or mort-

gage of this franchise shall not constitute a waiver or release of the rights of the City in and to the streets.

(c) The Company shall promptly notify the Board of any actual or proposed change in, or transfer of, or acquisition by any other party of, control of the Company. The word "control" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised. Every change, transfer or acquisition of control of the Company shall make this franchise subject to cancellation unless and until the Board shall have consented thereto. For the purpose of determining whether it shall consent to such change, transfer or acquisition of control, the Board may inquire into the qualifications of the prospective controlling party, and the Company shall assist the Board in any such inquiry. If the Board does not schedule a hearing on the matter within sixty (60) days after notice of the change or proposed change and the filing of a petition requesting its consent, it shall be deemed to have consented. In the event that the Board adopts a resolution denying its consent and such change, transfer or acquisition of control has been effected, the Board may cancel this franchise unless control of the Company is restored to its status prior to the change, or to a status acceptable to the Board.

(d) Nothing in this Section shall be deemed to prohibit a mortgage or pledge of the System, or any part thereof, or the leasing by the Company from another person of said System, or part thereof, for financing purposes or otherwise. Any such mortgage, pledge or lease shall be subject and subordinate to the rights of the City under this contract or applicable law.

SECTION 18.
RESTRICTIONS ON THE COMPANY, ITS OFFICERS AND DIRECTORS

Neither the Company nor any officer or director of the Company shall hold, directly or indirectly, any stock or other beneficial ownership interest in any other company owning or operating: a System within the City; and radio or television broadcast station whose signals are carried on the System on a regular basis; any television broadcast network other than a network consisting entirely or substantially of community antenna television systems; or any newspaper or magazine whose principal circulation market is New York City, except that ownership by an officer or director of less than one percent (1%) of the outstanding stock of any company whose securities are listed or admitted to trading on a national securities exchange shall not be deemed a violation of this Section. No officer or director of the Company shall be an officer or director of any company owning or operating businesses of the types heretofore mentioned.

SECTION 19.
CANCELLATION AND EXPIRATION

(a) The Board shall have the right to cancel this franchise if the Company fails to comply with any material and substantial provision of this contract, or any reasonable order, direction or permit issued by any City agency pursuant to such material and substantial provision, or any rule or regulation promulgated by the Director of Franchises which is reasonable in light of, and consistent with, any provision of this contract; or if the Company persistently fails to comply with any provision of this contract, or any reasonable order, direction or permit issued by any City agency pursuant to any provision of this contract. Such cancellation shall be by resolution of the Board duly adopted in accordance with the following procedures:

1. The Director of Franchises shall notify the Company of the alleged failure or persistent failure of compliance and give the Company a reasonable opportunity to correct such failure or persistent failure or to present facts and argument in refutation of the alleged failure or persistent failure.

2. If the Director of Franchises then concludes that there is a basis for cancellation of the franchise pursuant to this subdivision (a), he shall notify the Company thereof.

3. If within a reasonable time the Company does not remedy and/or put an end to the alleged failure or persistent failure the Board, after a public hearing on notice, may cancel the franchise if it determines that such action is warranted under this subdivision (a).

(b) If for ten (10) consecutive days the System, or any part thereof, is inoperative, or if the same is inoperative for thirty (30) days out of any consecutive twelve (12) months, the Board may cancel this franchise.

(c) The Company shall not be declared in default or be subject to any sanction, under any provision of this contract in any case in which the performance of any such provision is prevented for reasons beyond its control.

(d) If all or any part of the streets within the District are closed or discontinued as provided by statute, then this franchise, and all rights and privileges hereunder with respect to said streets or any part thereof so closed or discontinued, shall cease and determine upon the date of the adoption of the map closing and discontinuing such streets, and the Company shall not be entitled to damages from the City due to the closing or discontinuance of such streets or for injury to any part of the System in the streets or for the removal or relocation of the same.

(e) If the System is taken or condemned pursuant to law, this franchise shall, at the option of the Board, cease and determine on the date of the vesting title pursuant to such taking or condemnation, and any award to the Company in connection with such taking or condemnation shall not include any valuation based on this franchise.

(f) Upon cancellation or expiration of this franchise, the City shall have the right to purchase the System in accordance with subdivision (g) of this Section, and the Board may direct the Company to cease operation of the System. If the City elects to purchase the System, the Company shall promptly execute all appropriate documents to transfer title to the City, and shall assign all other contracts, leases, licenses, permits and any other rights necessary to maintain continuity of service to the public. The Company shall cooperate with the City, or with another person authorized or directed by the Board to operate the System for a temporary period, in maintaining continuity of service. Nothing herein is intended as a waiver of any other rights the City may have.

(g) If this franchise:

(i) is cancelled by the Board by reason of the Company's default, that part of the System located in the streets shall, at the election of the City, become the property of the City without any charge therefor; that part of the System not located in the streets shall, at the election of the City become the property of the City at a cost not to exceed its then book value (i.e. cost less accumulated depreciation) according to generally accepted accounting principles, with a reduction for any damages incurred by the City in connection with such cancellation. Such book value if not agreed upon, shall be determined by arbitration pursuant to Section 20 of this contract, but shall not include any valuation based upon this franchise. Damages incurred by the City shall include, without limitation, any payments made by the City pursuant to a resolution of the Board authorizing or directing another person to operate the System for a temporary period until a franchise therefor is granted.

(ii) terminates by expiration of its term, the purchase price to the City for the System shall be its then fair value as determined by arbitration held pursuant to Section 20 of this contract. Beginning within two years prior to expiration and whether or not the City has then elected to purchase the System, either the City or the Company may demand an arbitration pursuant to Section 20 of this contract, for the purpose of determining fair value of the System on the date arbitration was demanded, which determination shall be subject to correction or adjustment by the arbitrators to

reflect the fair value on date of expiration, to be paid by the City if it elects to purchase the System. Such fair value shall be the fair value of all tangible and intangible property forming part of the System but shall not include any valuation based upon this franchise. If the City does not purchase the System, the Company shall remove that part of the System located in the streets and restore the streets to a condition satisfactory to the Commissioner of Highways.

(h) Upon the cancellation by the Board, or upon the expiration, of any other franchise to construct, maintain and operate a broadband communications facility, the Board may, by resolution, direct the Company to operate the same for the account of the City for a period of six (6) months and the Company agrees to comply with such direction. The City shall pay the Company all reasonable and necessary costs incurred by it in operating such broadband communication facility.

SECTION 20. ARBITRATION

Matters which are expressly made arbitrable under provisions of this contract shall be determined by a panel of three arbitrators appointed by the Presiding Justice of the Appellate Division of the Supreme Court of the State of New York for the First Judicial Department. The fees of the arbitrators shall be fixed by the said Presiding Justice. The expenses of the arbitration, including the fees of the arbitrators, shall be borne by the parties in such manner as the arbitrators provide in their award, but in no event will the City be obligated for more than half the expenses. The determination of a majority of the arbitrators shall be binding on the parties. In the event that an arbitrable matter arises contemporaneously under another franchise, involving the same issue as that to be arbitrated under this franchise, the Company will not claim or assert that it is prejudiced by, or otherwise seek to prevent or hinder, the presentation of the arbitrable matter under such other franchise for determination by a single panel.

SECTION 21. MATCHING

(a) It is the understanding of the parties that the City intends to award franchise contracts for the construction, operation and maintenance of broadband communication facilities in other parts of the City pursuant to a competitive bidding procedure, and that such contracts may contain provisions imposing greater obligations on the grantees thereof than are imposed by the provisions of this contract. It is further agreed that this contract may be modified so as to impose such greater obligations by requiring that its provisions be matched to those contained in any one such contract (hereinafter referred to as the "contract to be matched") awarded elsewhere in the City, and that such modification shall be effected as hereinafter provided.

(b) The Company agrees to abide by the terms of a resolution duly adopted by the Board which modifies the amount of compensation payable to the City under this contract so as to match the amount of compensation payable to the City under the contract to be matched. Such modification shall be made in conformity with a formula to be agreed upon by the parties which shall take into account only the number of residential dwelling units in the District as compared to the number of residential dwelling units in the district covered by the contract to be matched and the comparative costs of constructing a system in the two districts.

(c) The Company agrees to abide by the terms of a resolution duly adopted by the Board which modifies the terms of this contract so as to match, as nearly as feasible, any of the terms of a contract to be matched requiring any of the following:

(i) lower ceilings on charges for Basic Service to residential subscribers;

(ii) subdistricts encompassing fewer residential dwelling units;

(iii) greater channel capacity;

(iv) two-way transmission capability;

(v) greater discount to City for Additional Service;

(vi) greater discount to governmental agencies and public benefit corporations for Basic Service.

The maximum extent to which any terms may be matched under this subdivision shall depend upon the degree of comparability of this contract with the contract to be matched, taking into account factors that may include, without limitation, performance demonstrating the operational feasibility of the provision(s) to be matched; differences in construction costs; technological advances made after substantial construction under this contract and the adaptability of such advances to existing plant; marketability of the services authorized, and such other factors and considerations as may be relevant to an inquiry into the overall economic comparability of the two contracts.

(d) If the Company takes the position that any such modification imposed by the Board exceeds the maximum permissible extent of matching described in subdivision (c), it shall so notify the Board in writing within thirty (30) days after adoption of the modification resolution, specifying the grounds upon which its position is based, and further specifying the maximum permissible extent to which such modification may, in its view, be imposed.

(i) If the Board agrees with such position taken by the Company, it shall adopt a resolution of modification in accordance therewith and the Company shall accept same.

(ii) If the Board is not in agreement, it shall so notify the Company promptly and such term shall be modified to the maximum extent permissible under subdivision (c) of this Section, as determined by arbitration held pursuant to Section 20.

(e) If necessary or appropriate, the Company shall be given a reasonable period of time within which to adhere to the terms of any modification adopted hereunder. If the terms of any modification are determined by arbitration, the reasonable period of time for adherence thereto shall be fixed by the arbitrators.

(f) The Board shall select the contract to be matched and shall adopt modification resolutions as herein provided within ten (10) years from the effective date of this contract, and after at least four (4) years from the effective date of the contract to be matched.

SECTION 22. SUBSEQUENT ACTION BY THE STATE OR FEDERAL AUTHORITIES

(a) Should the State of New York or the F.C.C. require the Company to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any of the provisions of this contract, the Company shall so notify the Board and the Board shall thereupon, if it determines that a material provision herein is affected, have the right to modify any of the provisions herein to such reasonable extent as may be necessary to carry out the full intent and purpose of this agreement.

(b) In the event the Company is required by the F.C.C. to deliver signals in addition to those for which dial locations are provided in Section 4(b) of this contract, the dial locations to be used for such signals shall be fixed by the Director of Communications.

(c) In the event the Company is authorized, but not required, by the F.C.C. to deliver signals in addition to those for which dial locations are provided, or for which channels are available, the Company shall apply to the Director of Communications for additional use and dial locations and the Director shall have discretion to grant such application on such terms as he deems reasonable.

SECTION 23. SUNDRY PROVISIONS

(a) Every direction, notice, or order to be served upon the Company shall be sent to its office located in the District. Every notice to be served upon the City or the Board shall be delivered, or sent by certified mail (postage prepaid), to the Mayor and the Secretary of the Board at the City Hall. The delivery or mailing of such notice, direction, or order shall be equivalent to direct personal notice, direction, or order, and shall be deemed to have been given at the time of delivery.

(b) Within five (5) days of receipt thereof, the Company shall mail to those subscribers designated by the Director of Communications, a copy of a questionnaire to be provided to the Company by

the Director of Communications. Such questionnaire shall elicit responses of subscribers as to their appraisal of the service they receive, and shall be accompanied by an envelope (postage prepaid by the Company) addressed to the Director of Communications.

(c) No provision of this contract shall be modified except by a resolution of the Board adopted pursuant to Chapter 14 of the New York City Charter.

(d) All the provisions of this contract shall apply to the Company, its successors, and assigns.

(e) The rights and remedies reserved to the parties by this contract are cumulative and shall be in addition to and not in derogation of any other rights or remedies which the parties may have with respect to the subject matter of this contract, and a waiver thereof at any time shall not affect any other time.

(f) If, after competitive bidding, no franchise is awarded by the City for the construction, operation, and maintenance of a broadband communications facility in any particular area of the City, the Board may direct the Company to construct, operate and maintain the System in such area, upon the same terms and conditions as are contained in this franchise, except that the annual minimum amounts of compensation for such area shall be adjusted to reflect the ratio of the number of residential dwelling units in such area to the number in the District covered by this contract. The annual minimum amounts, as so adjusted, shall apply on an escalating scale in a manner similar to that set forth in Section 7(a)(i), so that for the first year after the effective date of such direction the minimum amount of compensation shall be the adjusted equivalent of the amount required hereunder for the calendar year 1971, for the second such year the adjusted equivalent of the amount required hereunder for the calendar year 1972, and so on.

(g) The City hereby reserves to itself, and the Company hereby grants to the City, the right to intervene in any suit, action or proceeding involving any provision in this contract.

(h) If any provision of this contract, on the particular application thereof, shall be held invalid, the remaining provisions, and their application, shall not be affected thereby.

(i) Specific mention of the materiality of any of the provisions herein is not intended to be exclusive of any others for the purpose of determining whether any failure of compliance hereunder is material and substantial.

(j) This contract shall take effect on the date of the execution thereof by the Mayor, referred to herein from time to time as the "effective date".

In Witness Whereof, The party of the first part, by its Mayor, thereunto duly authorized by the Board of Estimate of said City, has caused the corporate name of said City to be hereunto signed and the corporate seal of said City to be hereunto affixed and the parties of the second part, by their officers thereunto duly authorized, have caused their corporate names to be hereunto signed and the corporate seals to be hereunto affixed as of the date and year first above written.

THE CITY OF NEW YORK, by .....
Mayor.

(Seal.)
Attest: ....,
City Clerk.

TELEPROMPTER CORPORATION, by
....,
President.

(Seal)
Attest: ....,
Secretary, Teleprompter Corporation.

TELEPROMPTER MANHATTAN CATV CORPORATION by ....,
President.

(Seal)
Attest: ....,
Secretary, Teleprompter Manhattan CATV Corporation.

AUTHORIZING RESOLUTION

TELEPROMPTER CORPORATION

Whereas, By resolution adopted June 18, 1970 (Cal. No. 414), the Board of Estimate entered on its minutes this resolution and the accompanying proposed contract and did fix July 23, 1970 as the date for a public hearing on this resolution and accompanying proposed contract; and

Whereas, On said date said Board duly held such public hearing; now, therefore, be it

Resolved, That such public hearing on this resolution and the accompanying proposed form of contract be and hereby is closed; and, be it further

Resolved, That the Board of Estimate of The City of New York, hereby grants to Teleprompter Corporation and its subsidiary Teleprompter Manhattan CATV Corporation the franchise and right to install, operate and maintain a broadband communications facility, sometimes called a Community Antenna Television System, within a certain area in the Borough of Manhattan, upon and subject to all the terms and conditions contained in the accompanying proposed form of contract, and that this resolution shall be duly certified and presented to the Mayor for his approval, and upon such approval, the Mayor of The City of New York be and he hereby is authorized to execute and deliver the accompanying contract in the name and on behalf of The City of New York, and that this resolution shall be null and void if Teleprompter Corporation and Teleprompter Manhattan CATV Corporation shall fail on their behalf to properly execute said contract in duplicate and deliver the same to this Board within Forty-five (45) days after the approval of this resolution by the Mayor or within such further time as the Board may grant by resolution adopted on a date prior to the expiration of said Forty-five (45) days.

Dated, New York, June 18, 1970.
RUTH W. WHALEY Secretary.

19. Public Access Procedure

To facilitate the beginning of public access TV, a set of "Rules Governing Access To Public Channels" was issued by Morris Tarshis, New York City Director of Franchises,on June 29, 1971.

"The following rules shall apply to the availability of, and access to, Public Channels for the interim period of July 1 - December 31, 1971. The rules may be amended without notice by the Director of Franchises. The rules are intended to provide guidelines, and are not expected to cover every contingency that may arise. It is anticipated that the rules will be revised when the City, the CATV companies and the public have some meaningful experience with the Public Channels.

For the purpose of gaining such experience and in order to encourage differing uses of the Public Channels the two Public Channels shall be governed by different concepts. On one Public Channel, denominated Channel C in the franchise, there shall be an opportunity to reserve a particular time period each week, or several time periods each week, in order to permit the user to build an audience on a regular basis. On the other Public Channel, denominated Channel D in the franchise, there shall be no multiple time reservations, in order to permit a user with a single program and users with relatively last-minute requirements access to prime time periods."

At the date of the report, with over 4000 hours of public access programming,it is clear that many of the interim rules on liablility and censorship have been preempted by state and federal regulatory agencies. Accordingly, the following provisions seem most important in view of current experience:

"6. Applications for time on Channel C shall be granted on a first-come, first-served basis, subject to the following qualifications:

(a) A user may lease no more than two hours (cumulative) per week of prime time (7:00 - 11:00 P.M.).

(b) A user may lease no more than seven hours per week of prime and non-prime time, unless there are no other requests for the time periods beyond such seven hours."

"7. Applications for time on Channel D shall be granted on a first-come, first-served basis, subject to the following qualifications:

(a) A user may not make advance reservations of the same time period more than once per month.

(b) Up to one week prior to the time period requested, users who have leased five hours or more on both Public Channels within the previous month shall be subject to scheduling displacement by less frequent users, regardless of the timing of their applications."

"9. Time allocations shall be non-assignable."

"10. The rule of decision in all schedule conflicts will be that which provides the greatest diversity of expression."

These rules assure non-discriminatory access to the cable and offer the viewer a wide variety of public programming. Any changes or revisions should be cooperatively planned by representatives of the public, cable companies and municipal officials.

Television

How Much Access Have We To Public Access?

By JOHN J. O'CONNOR

ELEVEN months ago, from July 6 through 8, Manhattan was host to a first anniversary "Public Access Celebration," an "information event" produced by individuals, video groups, the New York State Council on the Arts, city agencies and Sterling and Teleprompter, the two cable companies holding franchises to service the borough. Despite some publicity and much energy, the event probably went unnoticed by most New Yorkers. That is the problem with public access. Few people know it exists, and still fewer know what it is about.

Out of that celebration, however, has come a "Report on Public Access in New York," compiled by six active participants: Carol Anshaw, Janice Cohn, Arnold Eiseb, Charles Levine, Linda Meyer and Richard Saldamore. Intended as an analysis of the celebration, the report was expanded into a broad discussion of public access. It explained:

"During the several months of research for this report, we studied the history and character of the New York City cable franchise as well as state and Federal cable policies. Historical research, two years of experience with the present franchise, and the Public Access Celebration as a testing of previously unused capabilities of the cable system, indicate the necessity for expanding the definition of public access and considering its means of support."

The basic concept of public access has been called the electronic embodiment of the First Amendment. Essentially, using the broader channel spectrums of cable television, a channel or channels will be set aside for direct use by anyone with a grievance or cause, whether it be social or artistic. Time will be available on a first-come, first-served basis.

*

In New York, that time is free but not, as is often implied, by specific requirement of the franchises. Those franchises simply call for the "leasing" of public channels. The fact that they are free can be attributed to the generosity of the cable companies, which not so incidentally have been committing most of their funds to engineering and are therefore short on programing, any kind of programing. That generosity can, of course, be withdrawn at any time.

If the time provided at present is free, the methods needed until recently to get on the cable were not. Last month Teleprompter began providing "live" access at its studio in Harlem. Before that, the user had to use video tape equipment to record his presentation. That meant he either had to learn how to use the equipment or had to have a video crew record the presentation for him. The help was intensely valuable, neither process

While including a copy of the present cable-franchise contract, the report directs several recommendations to the city's Bureau of Franchises and Office of Telecommunications. Among the most prominent are:

¶A date be set for a public hearing to determine if present policies of the cable companies have the effect of unreasonably restricting the use of public channels.

¶Use of public channels be free, and that cable time and production facilities be free to users.

¶Half of the gross revenues from the 5 per cent cable tax collected by the city be used to support municipal, educational and public access facilities.

¶A group, composed of public access users, community representatives and individuals involved with local communications be chosen to assist the Office of Telecommunications in an advisory capacity on their use of public channels.

¶To guarantee community participation and debate, public hearings be held at least six months before granting any franchise (in New York's other boroughs).

¶In order to protect low-income areas from discriminatory practices on the part of cable operators, the operators be required to cable and service simultaneously one low-income area for every upper- or middle-income area.

¶Each cable company be required by law to safeguard the privacy of all its subscribers and that the monitoring of any cable subscriber for any purpose without explicit consent be considered a criminal offense.

Even if these recommendations might have some effect on the franchises eventually given for Brooklyn, Queens and other urban areas across the country, it seems unlikely that they will disturb the 20-year non-competitive Manhattan contracts won by Sterling and Teleprompter in 1970. There is, however, a possible hitch provided by the recent Warner Communications, Inc., agreement in principle to acquire the failing operations of Sterling Manhattan for $20-million in cash.

*

Aside from the fact that Sterling's failure could warrant an investigation into the city's role at the time and judgments governing the contract, the Public Access Celebration group notes a significant "prohibition against assignment" clause in the franchise agreement:

"Every change, transfer or acquisition of control of the company shall make this franchise subject to cancellation unless and until the Board of Estimate shall have consented thereto. For the purpose of determining whether it shall consent to such change, transfer or acquisition of control the board may inquire into the qualifications of the prospective controlling party. . . . If the board does not schedule a hearing on the matter within 60 days after notice of the change or proposed change and the filing of the petition requesting its consent, it shall be deemed to have consented." In other words, the entire question of public access in Manhattan could be open to further, and now wider, discussion. That prospect is admittedly remote but for the Board of Estimate, unaccustomed to interference from the powerless, it could be threatening. For public access users, including the celebration group, it would be a major accomplishment, tailor-made for coverage on the access channels.

To Public Access?

By JOHN J. O'CONNOR

ELEVEN months ago, from July 6 through 8, Manhattan was host to a first anniversary "Public Access Celebration," an "information event" produced by individuals, video groups, the New York State Council on the Arts, city agencies and Sterling and Teleprompter, the two cable companies holding franchises to service the borough. Despite some publicity and much cheers, the event probably went unnoticed by most New Yorkers. That is the problem with public access. Few people know it exists, and still fewer know what it is about.

Out of that celebration, however, has come a "Report on Public Access in New York," compiled by six active participants: Carol Ann Lasko, Janice Cohen, Arnold Klein, Charles Levine, Linda Meyer and Richard Waldmore. Intended as an analysis of the celebration, the report was expanded into a broad discussion of public access. It explained:

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Meantime, the fact of public access has become partly obscured by some of its content. A few programs, in the overwhelming minority, have attracted wide publicity with their "indecent" content and raised questions of possible censorship. While professing a commitment to virtually unfettered and unprohibited content, city, state and Federal agencies have yet to settle on the general ground rules.

The "Report on Public Access in New York" concentrates on the relationship between the cable companies and the city, a relationship that it considers weak in many areas. "At this point," the report states, "that all too often the city and the public have abdicated their responsibility by allowing the cable companies to determine the nature of public access to the public economy. Only a clearly defined, comprehensive franchise should have that power and it should not be influenced by the economic considerations of the cable companies."

*

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